

Civil Record
June 7th 1854 to
April 6th 1859



POLICE COURT OF ADAMS.

A Court will be held for the trial of Civil Suits and Actions, and to take cognizance of crimes, offences and misdemeanors, as follows :

At the Police Court Room in the North-village of Adams, on Tuesday and Friday in each week, at 9 o'clock A. M.

At the Police Court Room in the South-village of Adams, on Wednesday in every two weeks, at 9 o'clock, A. M.
Commencing on Wednesday, the 17th day of June inst.

Witness, my hand at Adams, this 12th day of June, A. D. 1857.

JOEL BACON, } Standing Justice of
said Police Court.





Williams Police Court

Summers June 2nd 1854
E A Butler

No 1 H R Horn v Alvin D Bruck
Contract on Note taken with
writ
Defendant's defence

Damages 9 14

Costs 2 82

Sum 6th Execution

25 12. 2 0

Robinson & Son June 6th

No 2

Thomas Baker v Daniel Roberts
& Trustees B P in writ
Mistaken party sentence
by agreement of parties present in
Court

1854

Allam's Police Court June 6thNo 3
J. MayrJohn M Potter vs George Rosent
Contract.Note - piece with writ as
voucher

Defendant's default

Damages

80 33

Costs

2 81

Execution June 10th 1854

25- 83.39

No 4

John Porter vs Abner F. Town

Contract TB & in writ

Defendant's default

Damages

7 23

Costs

2 85

June 10th Execution issued to Plff.

25- 10 87

No 5

Elias B. Turner Administration

vs

Abner S. Brock

Contract TB P in writ

Defendant's default

Damages

7 25

Costs

2 81

June 10th Execution issued to Plaintiff

25- 10.31

June 13 Adams Police Court 1854

No 6 H Hadley vs Charles E Packer
Contract on Note
Continued on motion of Plaintiff
four weeks 10 A M July 11th
July 11 1854

Defendant Dependent

Damages

12 50

Costs

3 10

July 31 Execution issued to Plff

25 15. 85

No 7 Levi A Stearns vs Albert Haskins
Contract on Note
Judgment for Plaintiff

Damages

10 25

Costs

2 38

August 5th Execution issued to Plaintiff

25 13. 48

Sum

8 12 Butts

No 8 William King vs Patrick Hogans Trustees
Contract on account B P filed in writ
on motion of Plaintiff continued one week
Sept 20th Defendant Dependent
Trustees answer filed in Court amount
in hands of Trustees \$28.00

Allowance Trustees for answer

\$ 1.86

Damages

6 09

Costs

4 86

Execution

25 11 20

June 13th Adams Police Court 1854
 Daves
 No 9 Lyman & Thayer et al v Robert Noble
 Contract D P in writ on
 account
 Judgment for Plaintiff
 Damages 8 57
 Costs 3 13
 June 30 Execution issued to Plaintiff 25 11 90

 July 8th 1854 The above execution
 was returned satisfied in full

June 16th 1854
 Daves
 No 10
 William King vs John Stueh & Trustees
 Contract B P in writ
 returned by June 20th
 June 20th Judgment for Plaintiff
 Trustee Answer filed with the
 Court
 Eastern Rail Road Company
 Appointed Trustees
 Allowance Trustees for their answer 1 86
 Judgment for Plaintiff
 Damages 9 00
 Costs 4 86
 Execution issued to Plaintiff
 June 23rd 25 14 11

June 16 Adams Police Court 1834
 James
 De la
 No 11
 Francisco C Le Roy & Partners
 Reymond & Partners
 Contract vs P. in writ
 Defendant & Partners Defendants
 Damages 2.16
 Costs 3.46

June 23^d Execution issued to
 Plaintiff 25 5.87

Thayer
 No 12
 June 20 1834
 George L. Miller & Patrick Hogan
 & Partners
 Answer of Partners filed with Court
 whereby it appears they have in
 their names 8/4 37

Judgment for Plaintiff
 Damages 15 09
 Costs 3 83

Execution for Plaintiff 25 19.67

June 20th Adams Police Court

1854

J Mayor George L Milne & John P Black
No 13 & Trustees

Western Rail Road Company
Trustees Amount in hands
of Trustees as appears by Their
Answer \$20.00

Allowance Trustees for answer 1.84

Judgment for Plaintiff

Damages 9.67

Costs 8.83

June 23rd Execution issued against
said Defendant & Trustees

25- 13 75-

No 14

Samuel C Rogers et al & Albert Huskins
Contract on Indemnity

Defendant defaulting

Judgment for Plaintiff

Damages 20.23

Costs 2.98

Execution issued to Plaintiff Sept
29 1854

25- 23.46

No 15 Liberty W Stevens & Eliza Blanchard
Contract on Note -

Judgment for Plaintiff

Damages 17.12

Costs 4.05

June 30th Execution issued to
Plaintiff.

25- 21.42

June 20

Alam's Police Court

1854

No 16

John G. Fenn vs Albert Grining
Contract vouchers filed with Court
Judgment for Plaintiff

Damages

10 93

Costs

2 98

Execution issued to Plaintiff

June 24 1854

25 14. 16

June

No 17

June 23rd

Alanson Gady vs Joseph L. White
Action of Tort

Continued one week by consent
of Parties the Plaintiff demanding
a trial by Jury

June 30 Continued three weeks
by consent of Parties

After which the Court was
instructed by the parties to take
verdict Party

No 18

Bowdman

James W. Bowker vs Peter Dowdy

Contract on note

Judgment for Plaintiff

Damages

53 20

Costs

3 43

Execution

25

June 23rd Adams Police Court 1854

Bowman

No 13 Leonard Williams et al

vs

H P Briggs

Leonce J Burlingame
Contract B P in writ

Continued two weeks at request of
Defendant who was ordered to file
answer with Court within one
week

Defendants answer filed June 30th

July 7th On Motion Defendant ordered to
answer his account in set off.

which order was complied with
Case continued to the 26th day of
July inst at the Office of J W Bowman

Esq in the South Village of Adams 10 AM

July 26th Case continued to the 2nd day of
August 1854 at same place 10 AM

August 2nd Verdict in favor of Plaintiff

Damages

17.00

June 30th Adams Police Court

1854

No 20 Margus & Hinckley et al vs Jemini

Mayor B Cotton and Trustees

B Pm writ continue until

July 7th at 10 am

July, 7 1854

Defendant & Trustees defaulted

Jury

Fees

8.50

Costs

4.16

Execution July 10th 1854

25 13.37

No 21 Margus & Hinckley vs Jemini B Cotton
& Trustees

Continue to July 7th 10 am.

July 7th 1854

Defendant & Trustees defaulted

Fees

6.37

Costs

3.50

Execution July 10 1854

25 10.52

June 30 Adams Price Court

1854

Bates

No 22 Theodore Gross vs Nelson Price
B.P. in-will Contract
Defendant's default
Summons
Costs

5 48

3 18

July 6th 1854 execution issued
to Plaintiff

25 8. 91

Brewer

No 23

John M. Pelly vs Helen D. Hawley.
Contract
Continued by consent of Parties
to July 21st at 10 A.M.

July 11th

Adams Police Court

1854

Thayer

No 24 James Hunter et al vs Thomas. Cornum et al
Contract B P in writ

Continued at request of defendants -
two weeks. after which the
Court was instructed to rule -
Neither Party

No 25 John Porter et al vs O Cornwell
Contract B P in writ

Defendant defaulted
Judgment for Plaintiff

Damages

11.25

Costs

2.58

September 15 1854 Execution issued
to Plaintiff

25-14.52

No 26 James Easton et al vs Daniel Rice & Hunter
B P in writ Other Contract

Continued in motion of Plaintiff to
July 18th writ at which time the
Juries were discharged and the
Defendant defaulted

Damages

3.25

Costs

3.58

July 28th Execution issued to Plaintiff

25 7.08

July 14th Adams Police Court

1854

James Isaac Holdges vs Miss B Hicks
No 27 & Insurer

Copy of Notes
Action of Contract ~~in~~ ^{to} ~~the~~ ^{the} ~~Plaintiff~~ ^{Trustee} ~~defendant~~
Ordered by the Court that the
Plaintiff Give notice to be given
to the said defendant to appear
before said Court on Friday the
Eleventh day of August next
at Ten O'clock A.M.

Notice to be given by publishing an
attested copy of said order
in the Weekly Transcript a
public Newspaper published
weekly in said Adams the first
publication to be made fourteen
days at least before the day
of said Court

August 11th Order of Notice duly compli-
ed with

Defendant Defendant

Damages

69 11

Costs

6 35

Bond of Plaintiff with surety To
the satisfaction of Court filed October
6th

Oct 6 Execution issued to Plaintiff

25 75 71

July 18 Adams Police Court 1854

No 28 William Hing vs Hansen Davis
Mayer Contract B P in writ
Defendant default

Judgment for Plaintiff

Damages

16 36

Costs

3.18

July 21st 1854 4 centum remitted to Piff

25-

Blis
No 29

July 21st 1854

John Arnold ~~vs~~ vs George W. Glaser & Son
Contract B P in writ
Judge answer filed with Court
Defendant default

Damages

21 25-

Costs

3.81

July 24 4 centum remitted to Plaintiff

25 25. 31

No 30 Isaac Sayles vs George W. Glaser
Contract B P in writ
Defendant default

Damages

37 57

Costs

4 57

July 24 4 centum remitted to Piff

25 42. 33

July 21 Allens Police Court 1854

No 31 Albert G Plumb vs Allen B building
on Complaint of same Plumb
as Clerk of the Military
Company Commanded by Capt
Isiah I Robinson 2^d for the
recovery of a fine incurred by
said Defendant as a Non-
Commissioned Officer in
said Company
Defendant defaulted

Fine

3.00

Costs

2.78

July 27 1854 Execution
issued to said Albert G Plumb
Clerk

25 6.03

No 32

July 25 1854

Albert G Plumb vs Francis Rutherford
on Complaint of said Plumb as
Clerk of the Military Company
Commanded by Capt Isiah I
Robinson 2^d for the recovery of a
fine incurred by said Defendant
as a Non Commissioned Officer
in said Company

Defendant defaulted

Fine

3.00

Costs

2.78

July 28 Execution issued to said
Albert G Plumb Clerk

25 6.03

July 28 Adams Police Court 1854

No 33. Daniel Richmond et al vs George W
Thbliss Glover & Trustee

Contract 713 P in writ

Defendant defaulting

Judgment for Plaintiff 7 55

Costs 4 11

July 31 " Execution issued to Plffs 25 12. 3 6

No 34. Leonard Arms vs George W Glover & Trustee

Contract 73 P in writ

Defendant defaulting

Damages 17. 14

Costs 3. 82

July 31 Execution 25 20. 20

July 28 Adams Police Court 1854
Debt

No 35 Theodore Gruns vs William R
Snow et al

Contract B P in writ

Defendants Adjusted

Damages

10.22

Costs

2.28

No 36 August 8th 1854
James Albert G. Plumb et al

vs

Alvah Harvey

Contract B P in writ

Continue one week to August
15th inst 10 a.m. by agreement of Parties

Continue by agreement to August
18th inst 10 a.m.

Thyges

Judgment for Defendants
for Costs Costs-

Travel

25

Attendance

99
998

Thyges to deft.

Execution issued to Defendant
for Costs

25

August 8th Adams Police Court 1854

Thayer Alvah Hurrey vs John W Tower
No 37 Contract 113 P in writ Bates
Continued one week

August 15th writ continued to August
18th writ - at which time the
defendant was defaulting

Damages 12 38

Costs 4 54

August 25 1854 Execution issued
to Plaintiff

25 17.17

Bates
No 38

August 12

Thendene Groves vs Nathan Pike
Contract 113 P in writ
defendant defaulting

Damages 3 85

Costs 2 58

August 25th Execution issued in
favor of Plaintiff

25 7.08

August 15th Williams Police Court 1853

Bates Theodore Jones vs Frankham
No 33 Contract B P in writ
Defendant's dispute

Damages 1 18
Costs 3 14

August 25th int - Exemption named
to Plaintiff

25- 4.53

No 40 August 22nd

Thayer James Easton et al
vs Contract B P

Amos Hodge in writ
Continue one week to
August 29 10 am.

Aug 29th Defendant's dispute

Damages 6 04
Costs 3 63

August 31st Exemption

25- 9.93

No 41 James Hunt et al vs Amos Hodge et al
Contract 713 P in writ

Continue by consent of parties
to first Tuesday in October Oct 2nd 1853
Oct 29th Continue by agreement of
parties to October 3rd Continue to November
3rd Summen Administration on estate of
Joby Hall of Adams deceased once one
Defendants Continue to November 14th
Continue by agreement to December 22nd
Continue to February 16th 1854
Continue to March 30.

July 3rd Continued as to Hall estate
by consent of Plaintiff's attorney
and Administrator of the estate
of Joby Hall.
Defendants Defendant

March 30 Continued " May 15. And summon issued to parties
Power Administration of the estate of J Hall deceased, entering
him to appear on 25th day of May at ten o'clock at the Court
upon which the defense of said suit. Continued July 3rd

August 22nd Adams Police Court 1854

Thayer
No 42

Henry & Speers vs Alfred Lunnis
Contract B P in writ
Judgment for Plaintiff

Damages 30 00
Costs 2 58

August 25 Execution issued to
Plaintiff

25 33 23

Baileys
No 43

Refus Temple et al vs William T. Hie
^{Almonstich}
Contract Note - Defendant's departure
Judgment for Plaintiff

Damages 11 57
Costs 2 98

Execution issued to Plaintiff
September 29 1854

25 14 80

Thayer

No 45 Alfred J. Olds vs Thomas Baker
Contract in note

Defendant's departure

Judgment for Plaintiff

Damages

August 22^a Adams Police Court 1854

Bowman

No 46 John L. Barker vs Asa Drane

Contract B P in writ Pro. 512

Continued to September 25th 1854

10 AM at request of Deft

Sept 25th

Defendant defaulting
Judgment for Plaintiff

Damages

15 63

Costs

5 14

Thayer

No 47 L. Roy T. Smith vs Thomas Baker

Contract B P in writ

Defendant defaulting - Judgment for
Plaintiff

Damages

5 05

Costs

2 58

The defendant appears to the Court
of Common Pleas next to be holden at
Levy within term for the County of
Berkshire on the first Monday of October
next

No 47 1/2 John L. Barker vs Maria Combs & Hunter

Contract B P in writ Volced for

Hunter discharged Carb - Hunter -

cellular

2 85

Defendant defaulting

Damages

5 67

Costs

4 10

September 11th 1854 & when issue
to Plaintiff

25 12. 87

August 29 Adams Police Court 1854

Mayor Samuel F. Burroughs
No 48

Royal Dickinson

Continue one week 10 am

Contract B P in writ

September 5th Continue four weeks to

October 3rd Continue four weeks to October

31st Defendant in insolvency Continue to December 5th
Continue to Dec 29th Continue to February 13th 1855
Continued to July 27, 1855

Furnished Plaintiff a copy

No 48 1/2

Shepherd Thayer v Royal Dickinson
Contract

Continue two weeks 10 A.M.

Sept 12th Continue three weeks to

October 3rd Defendant in insolvency

Continue four weeks to October 31st Continue
to December 5th Continue to Dec 29th Continue to
February 13th 1855, Continued to July 27, 1855.

Furnished Plaintiff a copy

No 49 John A. Stone v Daniel Whipple

Contract B P in writ Robinson & Son

Continue two weeks Sept 12 at

request of deft -

Sept 12 1854 Defendant's Deposition

October

Services

13.85

Costs

3.76

October 11th Sympathy notice to Plaintiff

25-17.90

August 25 Adams Police Court 1854

Mayer William King vs Daniel Whipple
No 50 Contract 20 Pm writ Roberson & Son

Continue two weeks to September

12th 1854 10 am

Sept 12 Defendant default

Judgment for Plaintiff

Damages

35 12

Cost

2 98

Execution issued to Plaintiff October

2^d 1854. Return unsatisfied Nov. 30. 1854.

25- 38, 35

March 9, 1855. Alias Execution issued to Plaintiff

" 25

June 16. No 51 Exec " Abraham Dal vs Daniel Whipple

" 25

Contract

Roberson & Son

Continue two weeks to September

12th 1854 10 am.

Sept 12 Defendant default

September 29th 1854

Execution issued to Plaintiff

Damages

8 72

Cost

3 82

Execution

25- 12. 79

1855

June 5 Alias Execution issued to Plaintiff

25

Sept 7th Uddams Police Court 1834

R & Son

No 52 Henry P Phillips vs Gorge Thimblee
& Juniors

Contract vs P in writ

Defendant defaulted Juniors discharged

Damages 6 74

Costs 3 46

Oct 2nd Execution issued to Plaintiff 25 10 45

No 53 Henry P Phillips vs Jap & Hill

Contract on note -

Defendant defaulted

Judgment for Plaintiff

Damages 22 54

Cost 3 22

Execution issued to plaintiff October
2nd 1854

25 26 01

Sept 1st Adams Police Court 1854

No 54 John Connor vs

Charles Marsh

Contract on Note

Defendant defective

Judgment for Plaintiff

Damages

23.60

Costs

3.84

September 11th 1854 Execution issued

against Defendant

25-27.49

No 55 Samuel Boreman vs Joseph Edmunds

Contract on Note

Thayer Sept 8 1854

No 56 Mason B Green vs William Manchester

The Police Justice being absent

at the return day of writ it was

continued by Shephard Thayer

Esq to the date for entry

Contract B P in writ

Defendant defective

Judgment for Plaintiff

Damages

25.74

Costs

2.58

September 11 1854 Execution issued

to Plaintiff

25-28.97

Sept 8

Oldmans Police Court 1854

Bliss

No 57

James B Starr vs Luther Sherman
Contract

Defendant defaulting

Damages

20 28

Costs

3 40

September 12th 1854 Execution issued
to Plaintiff

25-23. 93

Borremann

No 58

John L Barker vs Samuel Thompson

Contract B P in writ

Defendant defaulting

Judgment for Plff

Damages

8 67

Costs

4.16

September 25th 1854 Execution
issued to Plaintiff

25 13.08

No 59

Hampshire Anthony vs Luther Sherman

Action of Tort

Continued to September 25 1854

10 am at request of Plaintiff

Sept 29th 1854

Neither party

Sept 8

Utahs Police Court

1854

No 60

Jones Luke B Town vs Jxtr Gleason

Contract in writing per see

Judgment for Plaintiff Case

Continued to September 11th 1854

10 am for assessment of damages

Sept 11 1854

Damages assece

\$24 00

Costs

5 54

Deft appeals to Court of Common Pleas

next to be holden at Leam in our

County of Berkshire on the fourth
Monday of October AD 1854

and recognises in the sum of
one hundred dollars with surety
to prosecute his appeal and to
pay all costs as shall arise after
the appeal

Mathew Ballou W Surety

Sept 8th

Adams Police Court

1854

Bowemann

No 61 Prince Bowemann vs Inhabitants of
Centre Division School District No 4.
Contract

Continued by agreement of parties to
the First Tuesday in October ^{inst} to 9 a.m.
October 3rd action continued to the
6th day of October inst Continued
by agreement of parties to October 13
without cost to either party

Oct 13 Judgment for Plaintiff

Damages

18 58

Cents

7 68

From which judgment the Defendants
by Thomas Robinson Their Agent
takes an appeal to the Court
of Common Pleas next to be
held at Lenox in and for
our County of Berkshire on the
fourth Monday of October
in the year one thousand eight-
hundred and fifty-four

Copy of Record delivered to Atty for
Appellants

Sept 19 Adams Police Court 1854

Bates

No 62 Fernando C. Le Roy vs Juliette Clarke
Neither Party

Dawson

No 63 Truman Estis vs Joseph I. Olds

Contract

Continued by agreement of parties
to September 22nd 1854

Sept 22 1854 Defendant's default

Damages 69 . 87

Costs 3 64

Defendant appeals to the Court of Common
Pleas next to be holden at Leroy in
ance for our County of Berkshire
on the fourth Monday of October in
the year eighteen hundred and fifty
four

Sept 22nd Adams Police Court 1854.

Mayr

No 64 Mason B Green v James Morgan & Horten
John Hazlett Partner

Continue to September 26th 1854

10 AM

September 26th 1854

Continue to Friday the 29th inst

Sept 29th 1854 Neither party

September 26

James

No 65 Luke B Tower v Wm Whitecomb
Contract

Oct 3^d Continue to October 3rd 1854
Judgment for Plaintiff

Damages

\$ 18 00

Costs

4 30

Defendant appeals to the October Term of
Common Pleas 1854

Defendant fails to furnish required security

Sic 2nd Execution issued to Plff

25 22 55

September 26th Adams Police Court

1854

Bliss
No 66 Mitchell Stone vs Plei Tutor
and Tutor
Contract

Continued to October 17 1854 10 am

October 17 Judgment for Plaintiff

Damages

29.75

Costs

9.42

From which judgment of Court
the Defendant appeals to the
Court of Common Pleas next
to be holden at Lenox in our
County of Dutchess on the
fourth-Monday of October
instant

Copy of Record delivered to J B
Holcott Atty for Defendant

Sept 29th

Adams Police Court

1854

Prisoner
No 6642

Charles Bowen vs Charles Eddy.

Contract B.P. in writ

Thy for left-

Indemnity for Plaintiff

Damages

3.00

Costs

6 46

Damages & Costs paid by Defendant
to Plaintiff in Court

Beales

No 67

Sophia Whipple vs George Roswell -

Action of Detainer

Continue one week to October
6th

Oct 6th

Defendant has payment for his
Cash - against Plaintiff

To see at

2 94

Oct 15

Execution issued to Defendant

October 3rd Adams Police Court

1854

Thayer
No 68 Jimeon W Hawkes vs Robert Porter
Contract B P in writ
Defendant defaultee

Damages

5 38

Costs

2 98

October 7th Execution issued to Plaintiff

25 \$ 61

No 69 Jimeon W Hawkes vs William A Piper
Contract

Robinson & Son

Continued by agreement two weeks
to October 17th 1854

Oct 17 Continued to November 7th

Def. defaultee Damages

24 75

Costs

4 55

Nov 18 Execution issued to Plaintiff

25 29 55

Jan 14 1855. Execution returned unsatisfied

Mar 9 Alias Execution issued to Plaintiff

25

October 6th Adams Police Court 1854

Bates
No 70 Hannah Martin vs Henry Sprague
Contract 13 P in writ 1112 see
Continued two weeks to October 20th
Oct 20 On motion of defendant's attorney the
action is dismissed it appearing
that said Plaintiff had never
authorized its commencement

No 71 John Allen vs Levi Whitcomb
Action of Tort
Continued to October 20th
Oct 20 Neither party

October 10th Adams Police Court 1854

Robinson & Son

No 72 Amos Hodge vs Lecher Bassett and Trustees
Contract J M Whipple
Allyn Cady

It appearing to the Justice of the Court
that at the time of the Service of the
writ the Defendant was not an
inhabitant or resident in this
Commonwealth. Order of Dismissal

No 73 Justin Smith vs Matthew Reynolds
& Trustees North Adams Iron Company
Defendant defendant

Damages 15-99

Cost 3-62

Amount in honor of Trustees \$9.20

October 16 Execution issued to Plaintiff 25-19.86

October 13 Adams Police Court

1834

^{Sums}
No 75 Volney Winchell v Lomax Arms
Contract neither party

No 76 Volney Winchell v Lomax Arms et al
Contract Neither Party

October 13th Adams Paper Court

1854

Deeds

No 77 W J Ripley vs David Whipple

Contract copy of note in writ

Continued to October 20th writ

Defendant's expenses

Services

34 33

Costs

3 76

Dec 26 & return was to PJS

25-

No 78 Charles Butler vs Lm Whitecomb & Trustee

Thayer Contract

Defendant's expenses

Trustee's discharge by PJS

Defendant's expenses

October 17 Adams Police Court 1854

Thayer
No 79 William King vs Barnett Hummel
Contract DP in writ
Continued to November 7th by agreement of parties
Continued to November 10th
Continued to November 14th
Defendant defaulted Damages 9.23
Costs 5.76
Nov 18 Execution Issued Ref 25.15 24

Baxter Adams vs A J Nelson
No 80 Contract on note Copy in writ
Continued to November 7th by agreement of parties
Bates

October 27th Adams Police Court. 1854

Bowdman

No 81 William J. Greenstreet & John W. Briggs
Contract B P m. w. t.

defendant & plaintiff

Damages

9 94

Dec 29 Defendant

5 42

1879/1

25-

Magistrate

Oct 31st

No 82 Joseph P. Olds vs Luke B. Turner

Continued by judgment continued
by E. Whitaker Justice of the Peace
in and for said County of
Berkshire in the absence of the
Justice of the Police Court from
October 24th to the date of entry
continued to Nov 7th

Defendant Damages

19 00

Costs

2 98

Nov 23 Execution issued to P. J. J.

25 16.23

July 18 1855 above execution returned unsatisfied

Mch 9. Alias execution issued to Plaintiff

25

Oct 31st Adams Police Court 1854

No 88 Grace Smith et al vs Baxter Adams and
 others Trustees Hurdle Brown & Rogers
 Contract Copy of Note in writ
 continue by E D Whitaker Esq Justice
 of the Peace in and for the County
 of Berkshire in the absence
 of the Justice of the Peace Court from
 October 24th to the date of sitting
 Court to Nov 7th Continued to
 Nov 10th Damages 31 66
 Jt & Hurdle Costs 5-15
 deposition

See 18 4 centon since to Pffs

25-37.05-

No 89 Henry Arnold vs Dexter Gleason
 Contract
 continue by E D Whitaker Esq Justice of
 the Peace in and for the County
 of Berkshire. In the absence of the
 Justice of the Peace Court from Oct.
 10 date of sitting Continued to Nov
 7th

October 27th Adams Police Court. 1854

Bowdeman

No 81 William J. Gauntlett & John W. Josiah Briggs
Contract B P m. wist

defendant & plaintiff

Damages

3.94

Dec 29 Defendant

5.92

to PPH

25-

May 22

Oct 31st

No 82 Joseph P. Olds vs Luke B. Towner

Contract of judgment continued
by E. Whitaker Justice of the Peace
in and for said town County of
Berkshire in the absence of the
Justice of the Police Court from
October 24th to the date of entry
continued to Nov 7th

Defendant's Damages

13.00

Costs

2.98

Nov 23 Execution issued to PPH

25 1/6. 23

July 18 1855 above execution returned unsatisfied

Mich 9. Alias execution issued to Plaintiff

25

Oct 31st Adams Police Court 1854

No 88 Grace Smith et al vs Baxter Adams and
 others Trustees Hurdis Brown & Rogers
 Contract Copy of Notice writ
 continue by E D Whitaker Esq Justice
 of the Peace in and for the County
 of Berkshire in the absence
 of the Justice of the Peace Court from
 October 24th to the date of 511 by
 Court to Nov 7th Continued to
 Nov 10th Damages 31 66
 511 to Hurdis Costs 5 15
 defaulters

See 18 4 centon since to Plffs

25 37 0 5-

No 84 Harvey Arnold vs Dexter Gleason
 Contract
 continue by E D Whitaker Esq Justice of
 the Peace in and for the County
 of Berkshire. In the absence of the
 Justice of the Peace Court from Oct.
 10 date of 511 by Continued to Nov
 7th

October 31st Adams Police Court 185-4

Shayer

No 85 Benjamin F. Hawthorn v Amos Hodge

Contract B.P. in writ

Continued to Nov 7th

Defendant's default Damages

7 50

Costs

3 76

Nov 8 Execution issued to V.P.

25

11. 51

Shayer

No 86 Calvin J. Simpson v Amos Hodge

Oct 31. Contract B.P. in writ

Defendant's default

Damages

30 27

Costs

2 98

Defendant appears from the
judgment of the Court to the
Court of Common Pleas next to
be holden at Lenox on the fourth
Monday of February A.D. 1855

Orcus to recognize with surety
in the sum of One hundred dollars
to prosecute said appeal and all
future costs

Surety Janci W. McElwain

Feb 14

Copy record &c. delivered to

1855,

S. Thayer Plaintiff Atty.

1 51

October 31 Adams Police Court

1854

Niles John A Boone vs M W Helleney
No 87 & Funder
Contract Funder discharged

Thayer

November 7th

No 87 1/2 Samuel F Branning vs Thomas Aug and Funder
O'Connell & Co

Contract VBP vs Writ Funder discharged

Defendant & defendant	Damages	6 50
	Costs	3 75

Execution issued

November 7th Adams Police Court 1854

Thayer William M Brown due to Stephen R. Dixie
No 89 Contract B P in writ
Neither Party

Thayer

Nov 14

No 90 Lerby- Withers to George W. Blanchard
Contract B P in writ

Defendant defaulting damages 21 72

Costs 2 68

Execution issued to Plff 25 24 65

Nov 14 Adams Police Court 1834

No 91 Isaac Wheeler et al vs J H Shumway
Contract note
Defendant defaulting

Damages 14 19

Cents 3 02

Nov 18 Execution issued to Plls

25-17. 4 6

No 92 Samuel F Brown vs J H Shumway & Foster
Contract on over
Defendant & Foster defaulting

Damages 9 81

Cents 3 20

Nov 17 Execution issued to Plls

25 13. 2 6

No 93 Isaac Wheeler et al vs William H Estlin
Contract B P in writ

Defendant defaulting Damages 7 79

Cents 2 98

Dec 18 Execution issued to Plls

25 10. 0 2

Nov 14 Adams Police Court 1854

Thayer

No 94 Isaac W Decker et al vs Isaac Blumhord
Contract on Note

Defendant defaulted

Damages

15 48

Costs

3 02

Nov 18 Execution issued to Plff

25- 18.50

No 95 Charles Butler vs Abner F Town
Contract VOP in writ

Defendant defaulted

Damages

23 42

Costs

2 98

November 18 Execution issued to Plff

25- 26.40

1855

July 17 Alias execution issued to Plaintiff

25

April 21 Alias execution issued to Plaintiff

25

Number 14 Allens Police Court

1854

Mayor

No 96 Isaac W. Becker et al vs Henry B. Clark
Contract vs P in writ

Defendant Defaulted -

Damages

22 50

Costs

2 98

Nov 18 Execution issued to Plff

25-25. 73

No 96 1/2 Henry Blackman vs Saml Whipple
Contract Note

Defendant Defaulted Damages

22 50

Costs

2 98

Nov 8 Execution issued to Plff

25

25 73

1855

Jan 5 Alias Execution issued to Plaintiff

25

Nov 14 Adams Police Court 1834

No 97

Thayer

Alvah Hurrey vs Ada Dean

Contract B P in writ

Defendant defaulted

Damages

14 87

Costs

3 06

Nov 24 Execution issued to Plaintiff

25- 17.18

No 98 Charles Mann vs Almon H. Potter -
Contract entered by mistake

No 14 Adams Police Court 1854

No 55 Samuel F Burroughs vs Anna H. Miller -
Entered by mistake

Deves

Nov 17th

No 100 Edward R. Tinker vs Sheldon Cone
Contract NP on writ
Cont- to Nov 28
Neither Party

Nov 21

Adams Police Court

1834

They vs

No 101

Samuel W. Hawkes vs James A. Allen
& Trustee

Contract N P m writ

Continued to Nov 28

Neither Party

No 102

John Holden vs James L. Wade

Contract

Defendant's defense

Damages

Costs

Nov 21 Adams Police Court 1854

No 103 Ovi Smith vs Charles Mank
Hwyer Contract

Hwyer

Continue to Nov 12th

Continue to Dec 26th

By agreement

Neither party

Blip

Nov 28th

No 104 W W Freeman vs William Wiley & Trustee

Contract Note in suit

Defendant defaulted

Damages

70 61

Costs

3 96

Dec 1st License was to Plaintiff

25 74.77

Dec 5 Adams Police Court 1834

Mayer John Hadden vs Israel Whitcomb
Contract in Note
Defendant a lunatic

Damages 32 60

Costs 2 98

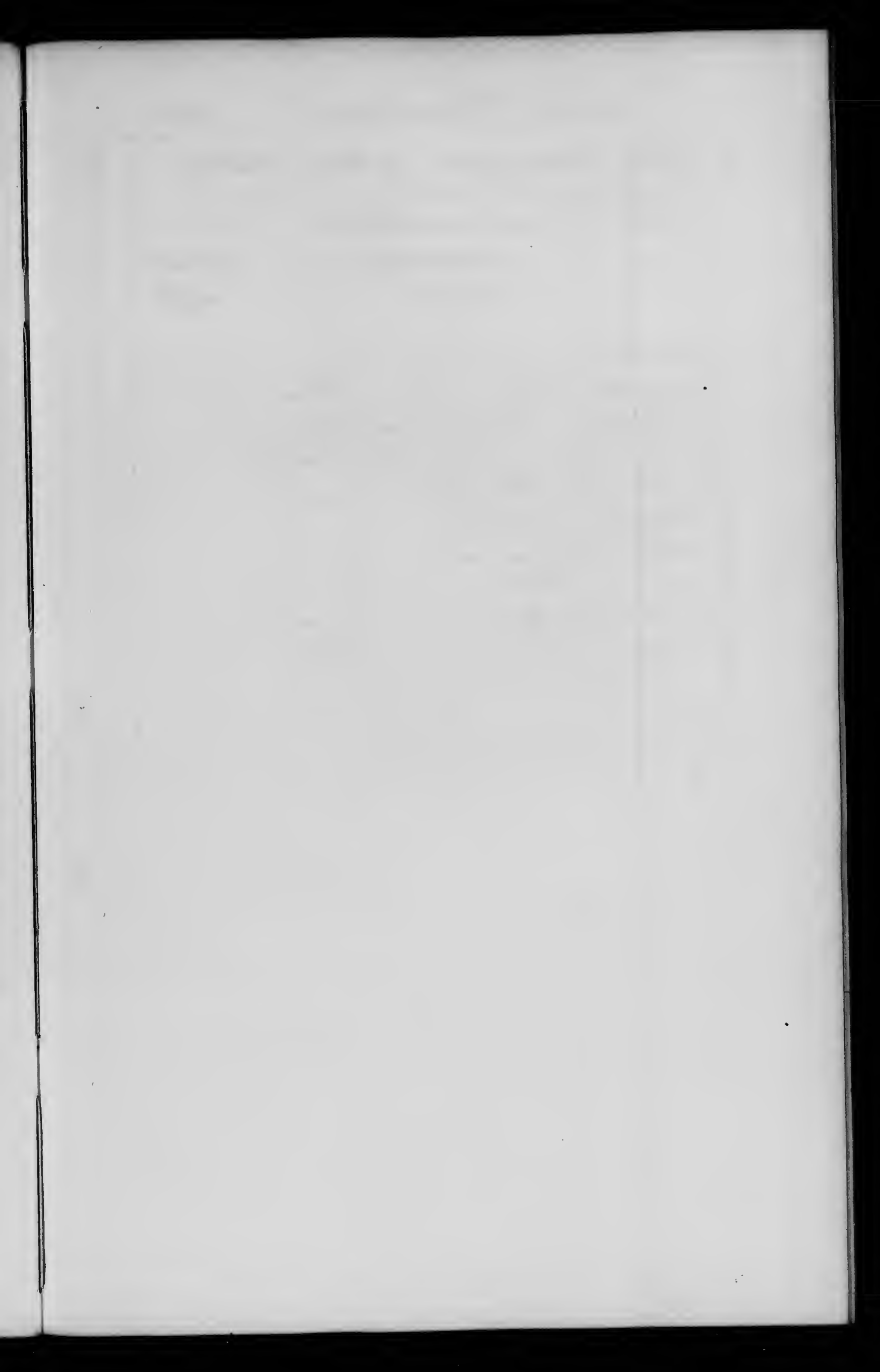
from which said proceedings of the
Court the said defendant takes
an appeal to the County term in
Place to be held at Leroy in
and for our County of Richfield
on the fourth Monday of February
A.D. 1835

Order to recognize in the sum
of one hundred dollars to the
Plaintiff with surety to prosecute
said appeal and pay all
future costs

Dec 27 Over Compliance with

Surety Mathias Bullen Jr

Copy of Return &c return to
defendant



Dec 5- Adams Police Court 1834

No 105 John Holden against James Whitcomb

May 30 Contract on note

Defendant's expenses

Samuels 3 32 60

Certs 2 88

Defendant appears before
Court of Common Pleas
next to be held at New
in our County of Sussex
on the fourth Monday of
February A.D. 1835-

Ordnance to recognize in the
sum of \$100 with interest
to provide for said appeal
and pay all future costs

MISCELLANEOUS PROCEEDINGS

December 19 Adams Police Court 7834

Thayer Edmund G. Gardner vs Abraham Anthony
No 106 Tort B Per writ

Continued by PJS to Dec 26th

Continued by agreement to Dec 29th

Continued to February 13th 1855

Neither party

Dec 26

No 107 Isaac W. Decker et al vs Martin Redgwick & Trustees
Contract B P in writ Justice discharge

Respondent defaulting

Damages

10 10

Costs

3 46

Dec 29

Execution issued to Sheriff

25-

Dec 26 Adams Police Court 1854

Mayer Amasa W. Richardson et al vs Albert Durling et al
No 105 Contract B P in writ.

Defendants defaulters

Damages,

22 21

Cost

3 48

Dec 31 Greenham v. M. P.

25.

No 109

Dec 26 William Scott vs Albert Durling et al 5 00

Contract B P in writ

Defendants defaulters

Damages

5 00

Costs

3 48

8 48

1855

April 10 Execution issued to Plaintiff

25

Dec 26 Adams Police Court

1834

Thayer
No 110 Samuel F. Browning vs George Mullens
Contract B P in writ
Defendant defendant

Summons

10 04

Costs

2 98

Dec 29 Defendant's motion to dismiss

25 13. 23.

Thayer

No 111 Amos I. Robinson 2^d vs William Stafford & Hesters
Contract B P in writ

It appearing to the Court that said Defendant
is not an inhabitant of this State neither
was he at the time of service of said writ
no return being made on being personally
ordered that notice be given to said
Defendant to appear at said Court
at Adams on Tuesday February 13th 1835
at ten o'clock A.M. in his default
will be rendered and judgment
entered against him and that this
notice be given by publishing three
times three consecutive weeks in
the

a newspaper published weekly in said
Adams just publication to be
fourteen days at least before said
Court

Dec 26 Adams Police Court 1854

No 111 Robinson vs Plaffner
Continued Feb 4 13 1855-

James

Dec 29 Rufus B Mendue vs Thomas Coudall

No 112 Contract on Note Copy of Note - in
Writ Defendant Dependent

Summary

\$1.74

Cost

3.23

Dec 29 Adams Police Court 1854

No 113 John McLeary et al vs James Lack
Bareman Contract

Continued to Feby 13 1855 per see

Continued April 3. Continued May 8.

Continued May 22. Continued to June 12.

Meyer Nathaniel Whitcomb vs Re Lumsden

No 114 Contract 139 mi writ

Defendant's default

Damages

16 75-

Costs-

2 98

25-

Dec 30 4 cents in 1855

No

P. Ro

Fr

Br

N

Gu

o

Jo

Jan'y 30. Adams Police Court - 1855

No. 1

C. H. Jones vs. James Horn & trustees
Contract. See Note. Copy of note in mit

J. Robinson Continued to Feb'y 13. by agreement
of parties. Allowed trustee for his answer, 1 00

Judgment for Defendant
for costs. Costs

Drawl " 66

Tharee for Defendant. Attendance " 66

Witnesses as per certificate on file 4 24

Execution issued to defendant 5 56

Feb'y 17 for costs 25

Philip

No. 2

Edgar M. Brown vs. Luther Sherman & Trustees

Jan'y 30.

Contract B. P. in mit.

Defendant defaulted

Charles Cuddy as trustee defaulted

S. S. Brown & Co as trustees discharged

Damages 943 17

Costs 455 48 22

Jan'y 31 Execution to Plaintiff

25 25

\$48 47

Jan'y. 30. Adams Police Court 1855

No. 3.

Plip.

Daniel Jenkins 2d Vs. Charles Eddy and
Trustee. Contract. P. P. in mit
Defendant & trustee defaulted

Damages

65 15

Costs

4 72

July 31

Execution to Plaintiff

25 60 12

No. 4.

July 6 Amos Dodge Vs. Dexter Gleason
Contract P. P. in mit

Thayer.

Continued by agreement of counsel

July 27. Continued to March. 13.

Continued to March 27.

Continued to March 30.

March 30 The defendant appears by his Counsel Thos Robinson Sen
Plead. and denies the Plaintiff's whole account.
After examining divers witnesses, the parties with
their Counsel confer together, agreed and took
the Case out of Court, and submitted the same
to Joel Bacon for arbitration without the benefit
of an appeal. After hearing the parties the arbitrator
award as follows. That the books & accounts of the parties
submitted shall balance off one against the other
and be even. Each party to pay his own costs. The
Plaintiff to pay the costs of the arbitrator.

Plaintiff's Costs.

\$ 5 28

July 6. Adams Police Court 1855

No 5.

Isaac W. Decker et al vs. Henry C

Thayer.

Whipple & trustee

Contract P.P. in mit-

Continued July 13. continued July 27.

Neither party

No. 6

July 6 Loren B. Potter vs. Edna R. Pinker

Contract P.P. in mit

Thayer.

Continued July 13. by Plaintiff

Neither party.

July 6. Adams Police Court 1855

No. 7. Isaac W. Decker Etol v. Patrick & Rinn
and trustees.

Thayer. Contract B. P. in mit.
Defendant & trustees defaulted

Damages 694

Costs 338

July 8 Execution issued to Plaintiff 25

No. 8

July 6. George S. Millard v. Alvin Nelson
Contract. B. P. in mit

Thayer. Continued July 20. by parties

July 20 Defendant defaulted

Damages 1158

Costs 376. 1534

Mch 1 Execution issued to Plaintiff 25

Feby 6. Adams Police Court 1855

No. 9

Isaac W. Decker Et al v. Albert Hartman

Thayer. Contract. B. P. in mit

Continued Feby 20. by Plaintiff

Feby 20 Defendant defaulted

Damages

1671

Costs

314 19 85

Mch 1 Execution issued to Plaintiff

25

No. 10

Feby

George S. Millard v. Ezra Ingraham

Contract. B. P. in mit

Defendant defaulted

Thayer

Damages

870

Costs

298

Settled by Thayer.

4

5

July 6. Adams Police Court 1855

No. 11 John Porter et al vs Elisha R. Manton
& trustees

Thayer. Contract B. P. in mit
Continued July 13. by agreement
of parties
Defendant & trustee defaulted

Damages 1033

Costs 390

July 19 Execution issued to Plaintiff 25

No. 12

July 6 James Hunter et al vs James N. Richmond

Thayer. Contract. B. P. in mit
Defendant defaulted

Damages 3174

Costs 322

July 8 Execution issued to Plaintiff 25

July 9. Adams Police Court 1855.

No. 13 Thomas A. T. Prayton vs. Dexter Drury
Action of Tort

Damus) Continued to July 16. at 1 o'clock P.M.

July 16 Judgment for Plaintiff

Damages

35 00

Costs

9 12

From which said judgment of the Court the Defendant takes an appeal to the Court of Common Pleas to be holden at Senox in and for our County of Berkshire on the fourth Monday of February A.D. 1855.

Ordered to recognize in the sum of One hundred dollars to the Plaintiff with surety to prosecute said appeal and pay all future costs.

Order complied with

Surety David W. McElwain

No. 14

July 13 James H. Carl vs. Amos Dodge Et al
Contract P. P. in writ

Robinsons) Continued to July 21.

Continued " " 23

Neither party

July 13. Adams Police Court 1855.

No 15 James H. Carl vs. Amos Hodge
Contract P. P. in mit-

Robinson) Continued July 20. Continued to July 23.

July 23. Judgement for Plaintiff

Damages

9 30

Costs

5 04 14 34

July 1 Execution issued to Plaintiff

25

No. 16

July 13 William Martin et al vs. Sidney Cranaall
Contract P. P. in mit-

Robinson) Defendant defaulted

Damages

1 8 13

Costs

2 98

July 16 Execution issued to Plaintiff

25

July 13. Adams Police Court 1855.

No. 17 James H. Carl Vs. A. B. Darling
Contract P. P. in mit

Robinson) Continued July 20. Continued to July 23

July 23 Judgement for Plaintiff

Damages

7 62

Costs

5 14 12 66

Mch 1 Execution issued to Plaintiff

25

No. 18

July 13 James H. Carl Vs. Frederick Rathbun
Contract P. P. in mit

Robinson) Defendant defaulted

Damages

25 06

Costs

2 98 28 04

Mch 1 Execution issued to Plaintiff

25

July 13. Adams Police Court 1855.

No. 19. Isaac W. Dicku et al vs. Peter Dooley
Contract on Note in mit (a copy of)
Thayer Defendant defaulted

Damages

2 44

settled by Thayer.

Costs

3 42

5 86

No. 20.

July 13 Shepherd Thayer vs. Peter Dooley
Contract P.P. in mit.

Thayer Defendant defaulted

Damages

4 18

settled by Thayer.

Costs

3 42

7 60

July 13. Adams Police Court 1855.

No. 21.

Boneman)

John M. Seely vs. Luther Sherman

Contract P. P. in mit

Defendant defaulted

Damages

Costs

29 56

4 05

July 24 execution issued to Plaintiff

25 33 8 6

No. 22

July 20 James H. Bail vs. George S. Hubbard

Contract P. P. in mit

Robinson

Neither party

July 20. Adams Police Court 1855

No. 23

James H. Carl v. William D. Jencks Et al
Contract B.P. in mit

Robinson

Stands continued to March 27.

Continued May 8.

Another party

No. 24

July 20 Charles Butler v. Stephen Bacon
Contract B.P. in mit

Thayer

Continued to March 6.

Continued to March 20.

Defendant defaulted

Damages

Costs

27 51

4 24 31 75

June 5 Execution issued to Plaintiff

25

Feby 20. Adams Police Court 1855

No. 25

James Hunter et al D.B. Brown
Thayer Contract B. P. in mit
neither party

No. 26

Feby 20 Geo. C. Lawrence v. Paul. D. D. Staples
Contract B. P. in mit

Plifz.

Defendant defaulted

Damages

1129

Costs

351 14 8 "

Mich 20 Execution issued to Plaintiff

25

Feb 27 Adams Police Court 1855

No 27. John Porter et al Vs Amos Dodge et al
Porter Contract. on Note. Copy of in writ.
Defendants Defaulted

Damages	18 39
Costs	<u>3 64</u>
	22 03

Mch 1 Execution issued to Plaintiff 25 222 8

No 28

March 6. Samuel A. Brommings Vs William Perkins & Trustees
Thayer Contract. on judgement. Copy of in writ.
Continued to March 13.

Defendant defaulted

Damages	26 67
Costs	<u>4 66</u> 31 33
In hands of Trustees	774

March 19 Execution issued to Plaintiff 25-

March 13. Adams Police Court 1855.

No. 29. Seth Harrington Vs David Dors
Contract P. P. in writ. Thayer for Defendant
Robinsons Continued to April 8.

Continued April 13.

The defendant appears by his counsel S. Thayer Esq. and
Pleds. denies the whole of the Plaintiffs account. after
hearing The Plaintiffs witness Allen Carr. who was duly sworn.
The case was continued without cost to the defendant to
April 27.

Judgment for defendant Costs

Travel

99

Attendance

99

198

June 25 Execution issued to Defendant

25

No. 31

Alanson Jones et al Vs David Staples & trustees
Bonemans Contract
Continued to March 20.
Written party

March 13. Salem Police Court 1855

No. 31. Abram Jones et al vs Abram Anthony & Minter
Contract B. P. in writ
Defendant & trustee defaulted

Boneman	Damages	3 89	
	Costs	3 69	7 58

March 19 Execution issued to Plaintiff. 25

No. 32.

George W. Sheuman vs. Abijah W. Cuckmouth
Boneman Contract on Note Copy of in writ
March 13 Defendant defaulted

Damages	36 06	
Costs	3 75	39 81

March 19 Execution issued to Plaintiff. 25

March 13. Adams Police Court 1855.

No 33. Paul D. Darling vs. Charles Dunbar
Contract on Note copy of in mit
Thayer Defendant defaulted

Damages
Costs

95 71

323 98 94

March 15 Execution issued to Plaintiff

25

No 34

March 16 Stillman Whitcomb vs David Paine
Contract.

Dawes. Continued to April 13.

It appearing to the Court that at the time
of the service of the mit the defendant
was not an inhabitant or resident in
this Commonwealth. Ordered that notice
be given to said defendant to appear at
said Court on Friday the 13th day of April
next at 9 o'clock A.M. or his default will
be recorded & judgment thereof rendered
against him, and that notice be published
in the North Adams Transcript. The first
publication to be at least 14 days before the
day of said Court.

Defendant defaulted

Damages

16 65

Costs

724.23 89

April 14 Execution issued to Plaintiff

25

March 20. Adams Police Court 1855

No. 35 Patrick Hines vs John S. Ashmun & Trustees
Contract on Note

Thayer Continued to April 17.

Continued " May 1. Continued to May 8.
With the party

No. 36

March 20 John Porter Et al. vs. Dexter Gleason
Contract B. P. in mit

Thayer Continued to April 3. (Provisions for defendant)
Continued April 13.

Continued " 20.

The defendant files his account against the plaintiff
in set-off, as by set-off in file more fully appears
Judgment for defendant for

Damages 3 59

& Costs Travel 99. Attorneys 99. Mitneys 54. 252 611

From which said judgment of the Court, the said defendant
takes an appeal to the Court of Common Pleas next to be
holden at Seneca in & for one County of Berkshire
on the fourth Monday of June A.D. 1855.

Ordered to recognize in the sum of one hundred
dollars to the said defendant with surety & prosecute
said appeal & pay all future costs.

Order complied with. Shepherd Thayer surety.

March 20. Adams Police Court 1855

No. 37. Calvin D. Sampson Vs Henry R. Clark Et al
Contract. B.P. in writ

Thayer. Continued to April 6.

Continued To May 1. Continued To June 26. Sept 21-

It appearing to the Court that at the time of the service of the writ the defendant Henry R. Clark was not an inhabitant or resident in this Commonwealth.

Ordered, that notice be given to said Henry R. Clark to appear at said Court on Tuesday the first day of May next at 9 o'clock A.M. on his default will be recorded and judgment thereof rendered against him and that notice be published in the Free American the first publication to be 14 days at least before the day of said Court. Continued Oct 16. Dec. 4. Dec. 28.

Dec 28. And the Plaintiff discontinues his case so far as relates to the said Henry R. Clark. Defendant defaulted.

July 1 1856.

Damages
Costs

34 64

580 40 44
25

No. 38 Execution issued to Plaintiff.

mch 20 Resolved Wood Et al. Vs. Albert W. Denning

Bliff. Contract on Note Copy of in writ
Defendant defaulted

Damages
Costs

7 64

383 11 47

March 27 Execution issued to Plaintiff

25

March 27 Adams Police Court 1855

No 39 Peter Caldwell vs Alfred A. Stearns

Thayer Contract P. P. in mit

Defendant defaulted

Damages

5 67

Costs

2 98

8 65

March 30 Execution issued to Plaintiff

25

No. 40

March 27

John C. Tucker vs Henry Coon & trustee

Thayer Contract P. P. in mit.

C. R. Post

Defendant defaulted

The said trustee makes answer that he has in hands a gold watch chain & seal as security to pay seventeen dollars and seventy seven cents, also previous to the service of this writ a trustee process had been served on him in favor of John M. Cole. said answer was sworn to before Daniel N. Denry Esq Justice of Peace. See answer on file in mit.

Damages

16 20

Costs

49 21 10

Truster's Costs

Prail 33 March 30.

Attendance 33 Execution issued

Making amount 50 to Plaintiff
\$ 1.16

25

March 27 Adams Police Court 1855

No. 41 Levi W. Stearns vs. William Hodgkins
Thayer Contract. On note copy of in mit
Judgment for Plaintiff

Damages	21 19
Costs	298 24 17

From which said judgment of the Court
the defendant takes an appeal to the Court of common
Pleas to be holden at Senox in and for our County of
Berksheim on the fourth Monday of June A.D. 1855.
Ordered to recognize in the sum of fifty dollars to
the Plaintiff with surety to prosecute said appeal
and pay all future costs. Order complied with
Surety J. Q. Robinson D.

June 25 Copies of record &c delivered to S.
Thayer Plaintiff Attorney.

150

No. 42
mch 27 J. P. Whitney vs. Elisha Blanchard
Thayer Contract. On note copy of in mit
Defendant defaulted

Damages	3003
Costs	306 33 09

March 30 Execution issued to Plaintiff
May 22. " returned wholly unpaid

25

Dec. 24 Alias Execution issued to Plaintiff
1856 July 13 " " returned wholly unsatisfied

25

July 13 Alias Execution issued to Plaintiff

25

March 27. Adams Police Court 1855-

No. 43 Amos Dodge vs Clark Rand
Thayer Contract P.P. in mit -
Continued to April 10.

Continued to April 13.

Defendant defaulted

Damages

1523

Costs

388 19 11

April 14 Execution issued to Plaintiff

25

No. 44.

March 30 Henry S. Hastings vs Union Iron Works
Contract P.P. in mit

Blip

Defendant defaulted

Damages

9963

Costs

50910472

March 31 Execution issued to Plaintiff

25

April 3 Adams Police Court 1855

No 45 Nathan S. Babbitt Vs George Pratt
Admiral Contract B. P. in mit

Defendant defaulted

Damages

24 25

Costs

3 18 27 43

April 6th

No. 46 Isaac W. Dickin Et al Vs James H. Hill & Trustees

Thayer Contract B. P. in mit

Defendant defaulted

Printer discharged

Damages

3 87

Costs

3 38 7 25

April 14 Execution issued to Plaintiff

25

April 10. Adams Police Court 1855-

No. 47. Caleb B. Dunn Adams Vs. J. H. Shumway
Thayer Contract B. P. in writ-
Defendant defaulted

Damages

17 05

Costs

3 14 20 19

April 14 Execution issued to Plaintiff

25

Apr

No. 48.

April 10. Henry Chickering Vs. Peter Miller
Contract B. P. in writ
Thayer Defendant defaulted

Damages

17 05

Costs

2 98 20 03

April 14 Execution issued to Plaintiff

25

Apr

April 10. Adams Police Court 1855

No. 49. *Frederick Stacks vs Jacob Newville*
Thayer Contract on Note Copy of in mit
Defendant defaulted

Damages

1272

Costs

298 15 70

April 14 Execution issued to Plaintiff

25

No. 50.

April 10. Isaac W. Decker et al. vs Lydia Pettipiece & trustees
Thayer Contract. B. P. in mit
Defendant defaulted
Trustees discharged

Damages

358

Costs

372 7 30

April 14 Execution issued to Plaintiff

25

April 10. Adams Police Court 1855

No. 51
Thayer

John M. Potter Et. al. vs Martin Sedwick & Trustes
Contract. On Note copy of in mit.
Defendant & Trustes defaulted

Damages

1546

Costs

338 1884

April 19 Execution issued to Plaintiff

25

No. 52

April 17 David H. McElvain Et. al. vs Horatio J. Powell & Trustes
Thayer Contract. P. P. in mit.
Defendant & Trustes defaulted

Damages

1000

Costs

417 1417

April 19 Execution issued to Plaintiff

25

April 17. Adams Police Court 1855

No. 53
Thayer

Solomon O. Peck vs. George Sampson
Contract. ~~on note~~ copy of in mit
Continued to May 8. it appearing to the Court that said
defendant at the time of the service of this mit, ^{was not} an
inhabitant of this Commonwealth, ordered that notice
be given to said defendant to appear at said Court
on Tuesday the 8th day of May next at 9 o'clock A.M.
or his default will be recorded & judgment rendered
against him, and that said notice be published in
the Free American. The first publication to be at least
fourteen days before the day of said Court.

Neither party

No 54

April 24 Adams Shields et al vs R. D. Hicks

Contract on note, copy of in mit
Judgment for Plaintiffs

Thayer

Damages

15 75

Costs

3 18

From which said judgment of the Court the
defendant takes an appeal to the Court of
Common Pleas to be holden at Seneca in and
for our County of Berkshire, on the fourth.

Monday of June A.D. 1855.

Ordered to recognize in the sum of one hundred
dollars to the Plaintiffs, to prosecute said appeal.
Order complied with

April 24. Adams Police Court 1855.

No. 55. James Meacham v. Rudolphus D. Hicks

Thayer Contract. P. P. in mit
Judgment for Plaintiff

Damages 14 62

Costs 3 18

From which said judgment of the Court the Defendant takes an appeal to the Court of Common Pleas to be holden at Seneca and for our County of Berkshire, on the fourth Monday of June A.D. 1855.

Ordered & recognizing in the sum of one hundred dollars to the Plaintiff. To prosecute said appeal. Order complied with

No. 56

April 27 James H. Earl v. Allen P. Darling

Robinson Contract P. P. in mit
Defendant defaulted

Damages 22 17

Costs 2 98 25 15

April 30 Execution issued to Plaintiff

25

May 8. Adams Police Court 1855

No. 57 Deemise W. Stevens vs Benjamin Williams
Contract B.P. in writ

Thurs Continued 22 May
Defendant defaulted

Damages

15 60

Costs

3 76 19 3 6

May 24 Execution issued to Plaintiff

25-

No. 58

May 22

Thurs Henry Chickering vs Chas B. Butler & trustee
Contract. B.P. in writ.

Defendant defaulted

Trustee defaulted

Damages

11 48

Costs

3 33 14 8 1

May 24 Execution issued to Plaintiff

25-

May 26 Adams Police Court 1855.

No 59 James Hunter et al vs Union Ins Co
Contract B. P. in mit

Thayer Defendants defaulted

Damages

572

Costs

418 990

May 28 Executions issued to Plaintiff.

25

No. 60

June 5. George S. Millard vs Saul H. Almy

Thayer Contract on Note copy of in mit

Defendant defaulted. Damages

1232

Costs

318 1550

June 16 Execution issued to Plaintiff

25

June 5. Adams Police Court 1855

No. 61 James Haughton vs. Timothy Chapman
Contract on Note Copy of in mit.
Thayer Neither Party

No. 62 Alexander Green vs James Angel & trustee
Contract. B. P. in mit

Thayer Defendant defaulted
Trustee discharged on motion of
Plaintiffs Attorney.

Damages

15 50

Costs

3 08 18 58

June 16 Execution issued to Plaintiff

25

June 5. 1855. Adams Police Court.

No. 63 Michael Scalpio v. Waterman Brown
Contract. B. P. in mit

Thurs Defendant appears by his Counsel Thomas
Robinson Esq and demands a trial
by jury. Continued to June 22

June 8. issued Venue to summer in July.

" 22 Judgment for Plaintiff

Damages	" 52
Costs	646 698

June 25 Execution issued to Plaintiff 25

Officers & jurors fees in above case
July Panel

Anthony Humphrey Jr	fee	209
Thomas Bowen Arnold	"	209
Brown Daniel	"	197
Horner Luther C.	"	131
Loomis Osood C.	"	131
Ostrum Gilbert E.	"	197

J. Q. Robinson D. Deplhoff Officer

Sumpsony Jury & Panel 182

Attending Court one day 100 1356

Paid for room 100 100
1456

June 5. 1855. Adams Police Court.

No 64 John Porter et al vs Amos Hodge Thayer for
Contract B. P. in mit. Defendant

Porter Continued to June 15. 10 o'clock A.M.

Judgement for Plaintiff

Damages

535

Costs

426 9.61

June 16 Execution issued to Plaintiff

25

June 12.

No. 65 Peter Miller vs. Thomas T. Foster
Contract. On note copy of in mit

Thayer Defendant Defaulted

Damages

1665

Costs

298 19 63

June 16 Execution issued to Plaintiff

25

June 12. 1855. Adams Police Court—

No. 66. Alvin Nelson vs. First Universalist Society of Adams.
Contract. B. P. in writ—

Thayer Defendants defaulted

Damages

22 39

Costs

3 23 25 62

June 16 Execution issued to Plaintiff.

25

No. 67. John D. Arnold vs. Alays Cummings
Contract. B. P. in writ

Thayer Defendant defaulted

Damages

474

Costs

3 02 776

June 16 Execution issued to Plaintiff

25

June 12. 1855. Adams Police Court.

No. 68. Harvey Arnold et al v. Eliza Blanchard & Trustees
Contract. B. P. in mit

Party Defendant & trustees defaulted

Damages

2451

Costs

384 28 3 5

No. 69.

June 19. James White v. Thomas Parker
Contract. B. P. in mit

Thoms Defendant defaulted

Damages

1336

Costs

298 16 3 4

July 3 Execution issued To Plaintiff

25

June 19. Adams Police Court 1855.

No. 70. Wm. T. Brown Et al v. Arnold Maynard
Contract. B. P. in writ.

Thayer Defendant Defaulted

Damages

5 00

Costs

3 18

8 18

July 3 Execution issued to Plaintiff.

25-

July 3 Adams Police Court - 1855.

No. 71 James Hunter et al vs Henry Ely
Thayer Contract. B. P. in mit
Defendant defaulted

Damages

27 21

Costs

314 30 35

July 5 Execution issued to Plaintiff

25

July 3

No. 72

Thayer

Thomas R. Jayne vs Edwin Green
Contract. B. P. in mit

Continued to July 24.

Continued to Sept 7. Continued to Sept 25.

Continued Nov. 20, continued to Jan 1. 1856 at 10. Am.

Defendant defaulted

Damages

5 00

Costs

490 990

Jan 2 1856. Execution issued to Plaintiff

25

July 3 Adams Police Court 1855.
No 73 Albert Darling vs Benjamin Williams & trustee
Contract. B. P. in suit

Thays Continued to July 17.

July 17 Defendant & trustee defaulted

Damages

15 00

Costs

3 20 18 20

July 19 Execution issued to Plaintiff

25-

No. 74

July 6. John D. Phelps vs Ralph E. Phelps
Dort.

Robinson

Neither Party

July 10. Adams Police Court 1855
Jas P. Cadu vs Charles Dumban
No 75. Contract. P. P. in writ & Note Copy of in writ-
Thayer Defendant defaulted

Damages

29 84

Costs

3 60 33 44

July 13 Execution issued to Plaintiff

25

July 13.

No. 76.

Reynolds

Geo. C. Lawrence et al vs Black Bond & Trustee

Contract P. P. in writ

Defendant and trustee defaulted

Damages

3 00

Costs

14 21 7 21

July 14 Execution issued to Plaintiff

25

July 17. Adams Police Court 1855.

No. 77 Symon C. Thayer vs. Henry W. Stearns
Contract B. P. in writ
Continued to August 14.

Thayer It appearing to the Court that at the time of the service of the writ the defendant was not an inhabitant or resident in this Commonwealth, ordered that notice be given to said defendant to appear at said Court on Tuesday the 14th day of August next at nine of the clock in the forenoon or his default will be recorded and judgment thereof rendered against him, and that notice be published in the weekly Transcript a newspaper published in Adams in our County of Berkshire the first publication to be at least fourteen days before ^{the day of} said Court.

August 14 Defendant defaulted

Damages

5 75

Costs

6 51 12 26

August 15 Execution issued to Plaintiff

25-

July 17.

No. 78. Mason P. Green vs Charles Rand
Contract B. P. in writ

Thayer Continued to July 24.

Continued to August 7.

Continued " August 21. Continued to August 31.

Continued to Sept 11. Continued to Oct. 30.

With Party.

July 17. Adams Police Court 1855.

No. 79 Henry G. Olds vs. A. D. Boock

On Complaint of said Olds as Clerk of the military
Company commanded by Capt. Josiah Q. Robinson 2^d
for the recovery of a fine incurred by said defendant
as a Private in said Company.

Defendant defaulted

Fine	3 00	
Costs	2 61	5 61

July 20 Execution issued to said Henry G. Olds, Clerk

25

July 17

No. 80

Henry G. Olds vs. D. S. Walden

On Complaint of said Olds as Clerk of the military
Company commanded by Capt. Josiah Q. Robinson 2^d
for the recovery of a fine incurred by said defendant
as a Private in said Company.

Defendant defaulted

Fine	3 00	
Costs	2 61	5 61

July 20 Execution issued to said Henry G. Olds, Clerk

25

Aug 8. Execution returned wholly unsatisfied

Nov. 10. Alias Execution issued to Plaintiff

25

July 20. Adams Police Court 1855.
 Shepard Thayer vs. B. P. Phillips
 No. 81 Contract B. P. in writ.
 Defendant appears by his Council Thomas
 Daves Robinson Esq. and demands a jury trial.
 Continued To August 10. at 10 o'clock A.M.
 July 26 Issued Venue, directed the same to J. D.
 Robinson & Dep Sheriff.
 Augst 10 Jury empaneled as follows & sworn. who made
 choice of Benj F. Robinson as foreman by ballot.
 Benjamin Robinson, Foreman
 Elisha Arnold.
 Daniel A. Brayton
 John A. Doane
 Elisha Kingsley
 Robert H. Robinson.
 Continued to 2 o'clock P.M. This day.
 Continued to August 24. at 2 o'clock P.M.
 Motion made by Plaintiffs attorney
 to amend his writ.
 Augst 24, Motion to amend withdrawn
 Jury discharged.
 Continued to Augst 31.

\$2.50

Neither Party

July 27. Adams Police Court 1855

No 82 ~~James Hunter et al~~ vs. W. Amos Dodge et al
Thayer ~~Continued B. P.~~
Continued to Augst 3. Continued to Augst 10.
Augst 10 Defendants defaulted
Damages 2422
Costs 411 2832

Augst 24 Execution issued to Plaintiff 25-
1855
Oct. 22 Execution returned wholly unsatisfied
1856
Augst. 6 Alias Execution issued to Plaintiff 25-

No. 83.

July 27 William Durham et al vs. Peter Caldwell
Contract B. P. in suit
Porter Continued to Augst 10.
Continued " " 24
Neither Party

July 27. Adams Police Court 1855.

No. 84
Porter A. B. Cole assigns W. Thomas Reed
Contract B. P. in mt.

Defendant defaulted

Damages

988

Costs

298 1286

July 28 Execution issued to Plaintiff

25

July

No. 85

July 27. A. B. Cole assigns W. Franklin Meyer
Contract B. P. in mt.

Porter Defendant defaulted

Damages

674

Costs

298 972

July 28 Execution issued to Plaintiff

25

July

July 27 Adams Police Court 1855

No. 86. Almon B. Cole Assignee vs Wm Downing
Porter Contract B. P. in writ.

Defendant defaulted

Damages

1689

Costs

298 19 87

July 28 Execution issued to Plaintiff

25-

No. 87.

July 27 Almon B. Cole Assignee vs Barney Caldwell

Porter Contract B. P. in writ.

Defendant defaulted

Damages

896

Costs

298 11 94

July 28 Execution issued to Plaintiff

25-

July 27. Adams Police Court. 1855.

No. 88. Almon B. Cole assignee vs. William Secord

Porter Contract B. P. in writ

Defendant defaulted

Damages

10 19

Costs

2 98 13 17

July 28 Execution issued to Plaintiff.

25

No. 89. Almon B. Cole Assignee vs. Samuel Gould

Porter Contract B. P. in writ

Defendant defaulted

Damages

20 86

Costs

2 98 23 84

July 28 Execution issued to Plaintiff

25

July 27. Adams Polier Court 1855.

No. 90. Almon B. Cole assignee vs. Smith Wheeler
Porter Contract B. P. in mit.
Defendant defaulted

Damages	1601
Costs	298 18 99

July 28 Execution issued to Plaintiff

25

July 31

No 91 George W. Alford vs. John M. Shattuck & trustee
Contract B. P. in mit. (Nelson B. Sherman)

Porter Continued to Augst 17. Trustee defaulted.

Continued " Augst 31. } J. N. Dunham
Continued to Sept 7. } for defendant.

Continued by agreement of parties to Oct 5.

Oct. 5 Judgment for Plaintiff

Damages	4775
Costs	603 53 78

Oct 6 Execution issued to Plaintiff

25

August 10. Adams Police Court 1855.

No. 92 William Beard vs. John Prouce
Contract B. P. in mit

Davis Continued to Augt 24.

Augt 24 Defendant defaulted

Damages

84 01

Costs

446 88 47

Augt 28 Execution issued to Plaintiff

25-

Augt 14.

No. 93. H. C. Levy vs. Pauline Raymond & trustee
Contract.

Thayer Continued to Augt 28.

Neither Party

Augst 14. Adams Police Court 1855

No. 94 H. C. L. Roy vs. Charles Gates & Trustee
Contract V.B. P. in mit

Thayer Continued to Augst 28.
Neither Party

No. 95 Scraps Rice vs A. S. Isbell et al
Contract in note copy of in mit.

Thayer Continued to Sept 4.
Continued to Sept 25. Continued to Oct 2.
Continued to Oct 12. Continued to Oct 30.
Continued to Nov 9. Continued to Dec 14. at 10. o'clock A.M.
Continued to Jan'y 25. A.D. 1856. at 10. o'clock A.M.
Continued to Feb. 21. at 10. o'clock A.M.
Continued to May 9. " " " "
Continued to June 24 " " " "
Continued to Augst 19 " " " "
Defendants Defaulted

Damages	2374.
Costs	1334 37 08

Sept 3 Execution issued to Plaintiff

Augst 14. Adams Police Court 1855.

No. 96. Cyrus P. Isbell vs. Charles Jacqueth
Contract on note copy of in writ

Thayn Continued to Sept 11.

Sept 11 Defendant defaulted

Damages

2520

Costs

376 28 96

Sept 17 Execution issued to Plaintiff

25

Augst 14.

No 97. Peter Caldwell vs. Charles Jacqueth & trustee
Contract B. P. in writ

Thayn Continued to Sept 11.

Sept. 11 Defendant & trustee defaulted

Damages

928

Costs

390 13 18

Sept 17 Execution issued to Plaintiff

25

Augt 14. Adams Police Court 1855.

No. 98. C. D. Scavitt, ^{Adms.} vs Dennis Providence & trustees
Porter Contract B. P. in writ

Defendant defaulted

Damages

3 50

Costs

3 46 6 96

Amount in hands of trustees \$3.00

Augt 15 Execution issued to Plaintiff

25-

No 99. Charles R. Piprell vs Dennis Providence & trustees
Contract B. P. in writ

Porter Defendant defaulted

Damages

9 25

Costs

3 46 12 71

Amount in hands of trustees \$3.15

Augt 15 Execution issued to Plaintiff

25-

Augt 28. Adams Police Court 1855.

No. 100. Gabriel Matthews vs Ohio Field & trustee
Blip Contract. P. P. in mit
Defendant & trustee defaulted.

Damages	9 65
Costs	3 95 13 60

Aug. 30 Execution issued to Plaintiff

25

No. 101

Augt 28

Robinson Hannah Richmond vs. David S. Simons
Complaint for possession. P. P. in mit
Stands Continued to Sept 7.

Sept 7. And now the defendant does not appear but
makes default, whereupon it appears to said Court that
the said David S. Simons is guilty as set forth in the mit-

now on file, ^{which} ~~more~~ fully appear, and that the Plaintiff is
entitled to possession of the premises demanded in said mit.
It is therefore considered by said Court that the d Hannah Richmond
recover possession of said premises, and also her costs ~~taxes~~ ^{taxes} ~~and~~ ^{and} ~~attorney's~~ ^{attorney's} fees
against the said David S. Simons. From which said

judgment against him the d defendant appeals to the Court
of Common pleas next to be holden at Lenox, within and
for our County of Berkshire on the fourth Monday of
October next. Whereupon it is considered and ordered by said
Court that the said defendant recognize himself with sufficient
surety to the said Plaintiff ~~not only to enter the return~~
~~but also to pay all rent then due & all intervening rent~~
damages & costs.

Sept 8 Order complied with
John A. Doane Security.

Sept. 4. Adams Police Court 1855.

No. 102 Austin Magee et al. vs. George Sampson & Trustee.
Thayer Contract. B. P. in writ (Hiram Richmond)

And now the said trustee does not appear but makes default. Continued to Oct 2nd
It appearing to the Court that at the time of the service of this writ, the defendant was not an inhabitant or resident in this Commonwealth. Ordered that notice be given to said defendant to appear at said Court on Tuesday Oct 2nd AD. 1855. at 10 o'clock A.M. or his default will be recorded and judgment thereof rendered against him, And that said notice be published in the Free American, the first publication to be at least 14 days before the day of said Court.

Oct. 2 It appearing to said Court that the above order has been complied with.

And now the defendant does not appear but makes default.

Damages
Costs

39 07
7 22 46 29

Oct 5 Execution issued to Plaintiff

25

Sept. 11. Adams Police Court 1855.

No. 103 P. P. Robinson vs. Jabez J. Grandall
Porter Contract on Note, copy of in writ
Defendant defaulted.

Damages

10 34

Costs

2 98 13 32

Sept 14 Execution issued to Plaintiff

25

Sept. 14

No. 104. Isaac W. Decker et al vs. William Gallup et al
Contract. P. P. in writ.

Porter Continued to Sept. 28.
Neither Party.

Sept 18. Adams Police Court 1855

No. 105 John S. Parker vs. George Witt & trustees
Thayer Contract D.P.P. copies of in mit
judgment for Plaintiff

Damages

2 50

Costs

5 33 7 83

In hands of trustee from \$20. To \$40.

Sept 19 Execution issued to Plaintiff.

28

Sept 18
No. 106. Shepherd Thayer vs. George Witt & trustees
Thayer Contract on notes copies of in mit
judgment for Plaintiff

Damages

3 27

Costs

5 33 8 60

In hands of trustee from \$12. To \$32.

Sept 19 Execution issued to Plaintiff

28

Sept 18. Adams Police Court 1855.

No 107 John Hickey vs George Mitt & Trustees

Contract B.P. in mit

Thayer Judgment for Plaintiff

Damages

12 33

Costs

5 63 17 96

In hands of trustees from \$500 to \$25.00

Sept 19 Execution issued D Plaintiff

25

Sept 28

No. 108

Peter Caldwell vs Dexter Gleason

Contract B.P. in mit.

Thayer Continued to Oct 12. Continued to Oct. 26.

Continued to Nov 9

Defendant defaulted

Damages

7 20

Costs

4 00 11 20

Nov. 10 Execution issued D Plaintiff

25

Sept. 28. Adams Police Court 1855.

No. 109 Austin Magee et al vs Dexter Gleason
Thayer Contract B. P. in mit & on note copy of in mit
Continued to Oct. 12. Continued to Oct 26.
Continued to Nov 9. Plaintiff discontinues on note.
Defendant defaulted

Damages	1 00	
Costs	4 00	5 00

Nov 10 Execution issued to Plaintiff

25

No. 110 John C. Puckus vs Charles H. Wheeler
Contract B. P. in mit

Thayer Continued to Oct 12. Continued to Oct 26.
Continued to Dec. 21. at 10 o'clock A.M.

And now it appearing to said Court that at the time of
the service of this writ, the defendant was not an inhabitant
of a resident in this Commonwealth;— Ordered, that
notice be given to said defendant to appear at said
Court on Friday the 21st day of Dec. next at 10 o'clock
A.M. or his default will be recorded and judgment
thereof rendered against him, and that said notice
be published in the Weekly Transcript a public news-
paper published weekly in said Adams
three consecutive weeks, and that the first
publication be made fourteen days at
least before the day of said Court.

Dec 21 And now the defendant does not appear but makes default.

Damages	4 75	
Costs	7 38	12 13

Dec 24 Execution issued to Plaintiff.

25

Sept. 28. Adams Police Court. 1855.

No. 111 George Mallory vs. John Martin et al. Trustees.
Porter Contract B. P. in writ.

Continued to Oct 9. Thayer for deft.

Oct. 9 ... trustees defaulted

Judgment for Plaintiff

Damages

55 97

Costs

6 11

Satisfied by Plaintiff Attorney.

Sept 28.

No. 112 Benjamin Crandall vs. E. W. Gleason

Blip. Contract. B. P. in writ

Continued to Oct 12. Thayer for deft.

Continued to Oct 16.

Oct. 16 Defendant defaulted

Damages

7 00

Costs

4 86 11 86

Oct. 18 Execution issued to Plaintiff

25

Oct. 2. Adams Police Court 1855.

No. 113 Charles Butler vs John J. Crandall
Contract B. P. in mit.

Thayer Continued to Oct. 23.

Defendant defaulted

Damages

2621

Costs

376 29 97

Oct. 30 Execution issued to Plaintiff

25

Oct. 2.

No. 114 S. W. Hawkes vs D. W. McElwain et al.

Thayer Contract B. P. in mit

Continued to Oct. 9.

Oct. 9 Judgment for Plaintiff

Damages

7 57

Costs

476

Money paid to Plaintiff Attorney

Oct. 5. Adams Police Court 1855

No. 115 A. M. Richardson et al vs Wm P. Bracy
Pate Complaint for possession. R. P. in mit.
Continued to Oct. 9.

Oct. 9 And now the defendant does not appear but
makes default. Whereupon it appears to said
Court that the said Bracy is guilty of as set
forth in the mit on file. which will more fully
appear, and that the Plaintiffs are entitled to
possession of the premises demanded in said
mit. It is therefore considered by said Court that
the Plaintiffs recover possession of sd premises
and also their costs against the said Wm P. Bracy.
Costs 3.81

Oct 11 Execution issued to Plaintiff 25

Oct 9. North Adams Ambr. vs Johnson Daniel
No. 116 Complaint for possession R. P. in mit.

Davis And now the defendant does not appear but
makes default. Whereupon it appears to said
Court that the said Daniels is guilty in manner
as set forth in the mit now on file. which will
more fully appear, and that the Plaintiffs are
entitled to possession of the premises demanded
in said mit. It is therefore considered by said Court
that the Plaintiffs recover possession of sd premises
and also their costs of suit against the said Johnson
Daniels.

Costs 3.13

Oct. 11 Execution issued to Plaintiff 25

Oct. 16. Adams Police Court 1855.

No. 117 John Porter et al vs. Luther Fuller & trustee
Porter Contract P. P. in mit
Defendant defaulted
Damages 13 43
Costs 3 12 16 55
In hand of Martin Stiles trustee 5 60

Oct 18 Execution issued to Plaintiff 25

Oct. 23.

No. 118. Henry G. Olds vs. Allen B. Darling
On Complaint of said Olds as Clerk of the Military
Company commanded by Capt. Wm. M. Brown for
the recovery of a fine incurred by said defendant,
he being a non-commissioned Officer in said Company.
Defendant defaulted
Fine 5 00
Costs 2 78 7 78

No. 2 Execution issued to Plaintiff 25

Oct. 28. Adams Police Court. 1855.

No. 119 Henry G. Olds vs Army Wife
On Complaint of said Olds as Clerk of the
Military Company commanded by Capt. William
M. Brown for the recovery of a fine incurred
by said defendant as a private in said Company.
Defendant defaulted

Fine	5 00	
Costs	3 03	\$ 83

settled by Plaintiff

No. 120 Henry G. Olds vs Simeon W. Hawkes
On Complaint of Olds as Clerk of the Military
Company commanded by Capt. Wm. M. Brown
for the recovery of a fine incurred by said
defendant as a Private in said Company.
Continued to Oct. 30. at 10. o'clock A.M.

Continued to Nov. 13. at 10. " " "

Continued to Nov. 30. at 10. " " "

Nov. 30 Judgment for Plaintiff

Fine	5 00	
Costs	4 30	9 30

settled

Oct. 23. Adams Police Court. 1855.

No. 121 Henry G. Olds vs William Hodskins
on Complaint of said Olds as Clerk of the Military
Company commanded by Capt. Wm. M. Brown
for the recovery of a fine incurred by said defendant
as a Private in Company
Defendant defaulted

Fine	5 00	
Costs	2 78	7 78

Nov. 16 Execution issued to Plaintiff

25-

No. 122 Robert R. Briggs vs George Roosevelt
Parties Contract, on Note Copy of in suit
Defendant defaulted

Damages	25 82	
Costs	2 98	28 80

Oct. 30 Execution issued to Plaintiff

25-

Oct. 30. Adams Police Court 1855

No. 123 Henry G. Olds vs Reuben B. Hayden
On Complaint of said Olds, as clerk of
the military Company commanded by Wm
M. Brown for the recovery of a fine
incurred by said defendant as a private
in said Company.
Defendant defaulted

Fine	5 00	
Costs	2 78	7 78

Nov. 2 Execution issued to the Plaintiff

25

No. 124 Wm P. Porter vs A. B. Darling & trustee
Porter Contract on note copy of in mit
Defendant & trustee defaulted

Damages	15 00	
Costs	3 33	24 33

Nov. 8 Execution issued to Plaintiff

25

Oct. 30. Adams Police Court 1855.

No. 125 Elias D. Dyke vs. Dexter Gleason
Thayer Contract B. P. in mit
Continued to Nov. 9.

Defendant defaulted

Damages

2 20

Costs

376 596

Nov. 10 Execution issued to Plaintiff

25

No. 126 Charles Butler vs. Porter Haskins
Thayer Contract on note copy of in mit
Defendant defaulted

Damages

Witness Party

Costs

Oct. 30. Adams Police Court. 1855

No. 127 Hannah Murphy vs John Barry
on complaint of said Murphy for begetting her
with child.

After a hearing in the premises the said John
Barry is ordered by said Court to give bond
with sufficient surety in the sum of two
hundred dollars to appear & answer to said
Complaint at the Court of Common Pleas
to be holden at Seneca, within & for the County
of Berkshire, on the fourth Monday of February
next and to abide the order of Court thereon
and that he stand committed until he give
such bond.

Order complied with
Joseph L. Robinson & Ann Barry sureties
Costs

Warrant & C. 80

Justice fees 1.50

Officers " 2.34 Paid
\$4.64

Officer Jm. Hodgkin

Dr. for Sheriff.

Nov. 1. Adams Police Court. 1855.

No. 128 George W. Brown vs. Paul D. Darling
Contract. Wit Returnable to the next Term A.D. 1856 of
the Court of Common Pleas. Body arrested on wit.
Said defendant is brought before said Police Court
for examination

Continued to Dec. next 28. day at 10 o'clock A.M. for hearing.
Said defendant is ordered by said Police Court to
recognize to the use of the said Plaintiff in the sum of
one hundred dollars and find surety in the like
sum of one hundred, that the defendant shall
make no default at the time fixed for hearing.

Order complied with

Matthias Basson for Surety.

Dec. 28. The Plaintiff appears by his counsel and discontinues his suit.
Court. Costs

f 193

No. 13 Adams Police Court 1855.

No. 129- Cyrus R. Potter vs Ashbel Rouse & trustees
Thayer. Contract B. P. in writ.

Defendant & trustees defaulted

Damages

30 49

Costs

4 08 34 57

Nov. 15 Execution issued D Plaintiff

25-

No. 16.

No. 130 Andrew J. Houghton vs Barney Colwell
Contract on note copy of in writ.

Plaintiff Defendant defaulted

Damages

67 22

Costs

5 29 72 51

July 1. 1856. Execution issued D Plaintiff

25-

July 27 Above Execution returned wholly unsatisfied

April 4 Alias Execution issued D Plaintiff

25-

Nov. 16. Adams Police Court. 1855.

No. 131 David W. McElrain et al. vs Francis N. Rice
Thayer Contract. B. P. in writ
with Party,

Nov. 23

No. 132 David S. Adams et al vs Charles H. Wheeler
Thayer Contract. B. P. in writ.

Continued to Dec. 21. at 10 o'clock A.M.

It appearing to said Court that at the time of the service of the writ the defendant was not an inhabitant or resident in this Commonwealth. Ordered that notice be given to said defendant to appear at said Court on Friday the 21st day of Dec. next at ten o'clock A.M. or his default will be recorded and judgment thereof rendered against him and that notice be published in the weekly Transcript or public newspaper published in Adams, in our County of Berkshire, the first publication to be at least 14 days before the day of said Court.

Dec. 21 And now the defendant does not appear, but makes default.

Damages	22 50	
Costs	7 14	29 64
		25

Nov. 27 Dec. 24. Execution issued to Plaintiff

No. 133 Ruel D. Darling vs Patrick Shelly
Thayer Contract on Note copy of in writ.
Defendant defaulted

Damages	5 04	
Costs	2 98	8 02

Dec. 3 Execution issued to Plaintiff

25

Nov. 27th Adams Police Court 1855.

No. 134 John Holden assigned, A. F. Willmarth
Thayer Contract, B. P. in mit

Continued to Jan. 22 A.D. 1856. at 10 o'clock A.M.

Jan. 22 A.D. 1856. Defendant defaulted

Damages

1576

Costs

376 1952

Jan. 25 Execution issued to Plaintiff

25

Nov. 30

No. 135 Nathaniel C. Atkinson vs. First W. V. Society in M. Adams.
Dams Contract, B. P. in mit.

Defendants defaulted

Damages

75 00

Costs

303 7803

Dec 3 Execution issued to Plaintiff

25

Nov. 30. Adams Police Court. 1855.

No 136. William Cummings vs Francis N. Rice
Contract. B. P. in mit

Thayer Defendant defaulted

Damages

16 50

Costs

298 19 48

Dec. 3 Execution issued to Plaintiff

25

Dec. 25.

No. 137. Saul A. Browning vs. Levi St. Adams
Contract. On Note, copy of in mit.

Thayer Continued to Dec. 25. at 10 o'clock A. M.

Dec. 25. Defendant defaulted

Damages

11 39

Costs

376 15 15

Jan 1 1856. Execution issued to Plaintiff

25

Dec. 18. Adams Police Court 1855

No. 138 Charles Rice vs. E. Stratton

Thayer Contract. B. P. in mit

Continued to Jan. 22. A.D. 1856. at 10 o'clock A.M.

Jan. 22. A.D. 1856. Defendant defaulted

Damages

1172

Costs

376 1548

Jan. 25 Execution issued Plaintiff

25

No. 139

Dec. 21 Morris Carver vs. Henry Pettit

Contract. B. P. in mit

Thayer Continued to ^{Dec 28.} Feb. 1. at 1 o'clock P.M.
Strike Party.

Dec. 21. Adams Police Court 1855.

No. 149
Thayer

John Lewis et al v. Francis N. Rice
Contract. B. P. in mit

Defendant defaulted

Damages

325

Costs

298 6 23

Dec 24 Execution issued to Plaintiff

25

No. 141
Porter

Edmund Southwick v. Isaac Hodges & Trustee.

Contract. B. P. in mit

Continued to Dec. 25.

Mutual Party.

Jan. 15. Adams Police Court. 1856.

No. 1 A. W. Crowding et al. vs. J. C. Stanton
Contract. On Note Copy of in mit

Robinson Continued to Jan. 22. at 11 o'clock A. M.

Continued to Feb. 12. Continued to Feb. 19-10 o'clock A. M.

Feb. 19 Defendant defaulted

Damages

3172

Costs

928 41 00

Feb. 21 Execution issued to Plaintiff

25

Jan. 15

No. 2 Fernando C. Le Roy vs. E. P. Bourneau
Contract. B. P. in mit

Thayer Defendant defaulted

Damages

1158

Costs

298 14 56

Jan. 25 Execution issued to Plaintiff

25

Jan. 25. Ulam Police Court 1856.

No. 3. Edmund Southwick vs. David W. McElmain
Contract B. P. in mit
Defendant defaulted

Damages

18 65

Costs

298 21 63

Feb 26 Execution issued to Plaintiff

25

Jan. 29.

No. 4

Damages

\$2.90

James Cunningham vs John Martin

Contract. Mit returnable to the Court Feb. 12. 1856.

Body of said defendant arrested and brought before
said ^{Court} for examination, who answers and says he is
desires to take the oath for the relief of poor
debtors.

Continued to Feb 12. A.D. 1856. at 10 o'clock A.M.
for hearing, said defendant is ordered to recognize
with sureties to the said Plaintiff in the sum of
one hundred dollars that the defendant shall
make no default at the time fixed for examination
order Complied with

Maturin Ballou Jr & David W. McElmain sureties

Feb 12 Settled and Defendant & sureties discharged.

Feb. 12. Adams Police Court. 1856

No. 5. Peter Miller vs. David Whipple
Thayer Contract. B. P. in mit
Defendant defaulted

Damages

4.79

Costs

2.98

7.77

Mar 14 Execution issued to Plaintiff

25-

Feb 12.

No. 6. Fernando C. LeRoy vs. C. Lerum
Thayer Contract. B. P. in mit
Defendant defaulted

Damages

2.56

Costs

2.98

5.54

Feb 15 Execution issued to Plaintiff

25-

Feb 12 Adams Police Court 1856

No. 7 Elisha S. Hawkes vs. Albert Starkins
Contract B. P. in mit-

Thayer Defendant defaulted
Damages
Costs

20 00

2 98 22 98

Mar 4 Execution issued to Plaintiff

25

Feb 12

No. 8 John F. Arnold vs. Henry Lamphair & Trustee Admrs Mark
Contract B. P. in mit.

Thayer In hands of Trustee \$21.00

Continued to March 4. at 10 o'clock A.M.

and now it appearing to said Court that at the time
of the service of this mit. the defendant was not an inhab-
itant of or resident in this Commonwealth;— Ordered
that notice be given to said defendant to appear
at said Court on Tuesday the 4th day of March
next at ten o'clock A.M. or his default will be
recorded & judgment thereof rendered against him
and that said notice be published in the Weekly Trans-
cript a public newspaper published weekly in said
Adams, three consecutive weeks and that the first
publication be made fourteen days at least before
the day of said Court.

Mar 4 Defendant defaulted

Damages

20 73

Costs

7 23 27 96

Mar 7 Execution issued to Plaintiff

25

Feb 12.

Adams Police Court. 1856.

No. 9. David S. Bowerman vs. Gilbert E. Catman & Trustee.
Contract. B. P. in mit

Bowerman

Defendant defaulted

Damages

11 90

Costs

4 91 16 81

In hands of Trustee. \$5.13

Feb 14 Execution issued to Plaintiff

25

April 13 Execution returned in no part satisfied

May 17 Alias Execution issued to Plaintiff

25

Feb 12

No. 10

Lucius Carpenter vs Gilbert E. Catman & Trustee

Bliss

Contract. B. P. in mit

Continued to Feb 22. at 10 o'clock A.M.

Trustee
Defendant defaulted

Trustee Party

Feb 19 Adams Police Court 1856

No. 11 John Mole vs Horace Harrington & Trustees
Slip Contract.
Continued to Feb. 22. at 10 o'clock A.M.
Ninth Party

No. 12 John Lewis et al vs Nathan W. Halliday
Thayer Contract B. P. in writ.
Continued to March 21. at 10 o'clock A.M.
And now it appearing to said Court that at the time of the
service of this writ, the defendant was not an inhabitant of
or resident in this Commonwealth;— Ordered that notice
be given to said defendant, to appear at said Court
on Friday the ~~twenty~~ first day of March current at 10
o'clock A.M. or his default will be recorded & judgment
thereof rendered against him, and that said notice be
published in the weekly Transcript—a public newspaper
published weekly in said Adams, ^{3 consecutive weeks} and that the first pub-
lication be made 14 days at least before the day of Court.

Mar 21 And now the defendant does not appear but makes default.

Damages	16 01
Costs	8 26 24 27

April 1 Execution issued to Plaintiff

July 19. Adams Police Court. 1856

No. 13 Inhabitants of the town of Clarksburgh v. David S. Bowerman

Thayer Contract. B. P. in mit

Continued to April 1. at 10 o'clock A.M. J. N. Bowerman

Continued to May 2. at 10 o'clock A.M. for defendant

Robinson } Continued " " " " " " " " " " " "

for Plaintiff } April 30. Defendant by his Attorney filed his answer

on file mit. and upon the issue after hearing

May all matters &c. it appears to said Court that the d. Plff.

recover against the sd defendant. Judgment for Plaintiff

Damages

7 00

Costs

9 12

From which sd judgment against the sd defendant appeals
to the common pleas next to be holden at Snook &c
and recognizes with S. N. Bowerman as sureties to
prosecute his said appeal with effect and pay all
future costs.

July 19

No. 14 George M. Alford v. William H. Pettitt

Thayer Contract. on Note copy of in mit.

Defendant defaulted

Damages

28 72

Costs

3 14 31 86

Mich 4 Execution issued to Plaintiff

25

July 12. Adams Police Court. 1856

R. Holt - James Homer vs Edward ^{W.} Scrull
Writ returnable to The Friday. Term of The Court of Common
Pleas to be holden at Lincol in County of Berkshire,
The body of the said defendant arrested on said writ-
and brought before Jol Bacon Justice of the said Police
Court, for examination, And now the said E. W.
Scrull says he desires to take the oath for the
relief of poor debtors, and asks for a continuance.
Whereupon, it is considered, and Continued to Friday
The twenty second day of July. Current at 2 o'clock P.M.
for hearing, and the said defendant is ordered to
recognize to The Plaintiff, ^{with surety} in the sum of Eight Thousand
dollars that he shall make no default at the time
fixed for said examination or hearing.

Order complied with
Shepherd Thayer surety.

July 22 And now the said ^{Scrull} being called, does not
appear but makes default.

Courts.

Entry & C.

61

Taking recognizance & approving surety

1 00

Copies —

1 00

2 61

Feb. 12. Adams Police Court. 1856.

Stephen Thayer vs. Edward W. Scull
Writ returnable to the Feb. Term of the Court
of Common Pleas to be holden at Lenox in our
County of Berkshire. The body of the said de-
fendant arrested on said writ is brought
before Jul Baron Justice of the Police Court
R. V. Holt aforesaid, for an examination. And now the
said E. W. Scull says he desires to take the
oath for the relief of poor debtors, and asks
for a continuance, whereupon it is considered,
and continued to Friday the 22 day of Feb
current for hearing, at 2 o'clock P. M. And
the said defendant is ordered by said Justice
to recognize with surety to the Plaintiff in
the sum of ~~four~~ thousand dollars that he
will make no default at the time fixed for
said hearing

Order complied with
Shepherd Thayer surety

Feb. 22 And now the defendant, being called,
does not appear but makes default.

Certs. Entry &c.	61.
Taking recognizance & giving surety	1 00
Copies —	1 00 2 61

July 26. Adams Police Court. 1856

No. 15.

Daniel Galusha vs. C. F. Powell & Trustee
Contract. B. P. in mit

Damg.

Continued March 18. Plain & Answer filed

Continued April 8. at 10 o'clock A.M.

J. A. Durham
appears for the defendant
A. J. Waterman
appears for the
defendant.
mch 18. — —

The defendant appears by A. J. Waterman his attorney, and upon the said plea, after hearing all matters concerning the same it appears to said Court that the mit in this action ought not to be granted, and it is therefore ordered that said defendant answer to the action, it is therefore considered by said Court that the said Plaintiff recover against the said defendant the sum of \$79.50 debt or damages & 6.16 charges of suit.

From which said judgment the said defendant takes an appeal to the Court of Common Pleas to be holden at Lenox in & for our County of Berkshire on the fourth Monday of June A.D. 1856. Ordered by said Court that said defendant recognize with surety to the said Plaintiff in the sum of one hundred dollars to prosecute said appeal & pay all further costs.

Continued May 22 to find sureties
Tentative defaulted. Damages 79 50

Costs — 6 16 8 5 6 6

March 11 May 19. Execution issued to Plaintiff 25

No. 16. Daniel J. Kimball vs William Piper & Trustee.

Contract. B. P. in mit

Thayer

In hands of trustee. \$10.00

Defendant defaulted

Damages 8 25

Costs 3 33 11 58

Mch 13 Execution issued to Plaintiff 25

May 2 1856. Defendant failed to
recognize as ordered.

March 11. Adams Police Court. 1856.

No. 17 John Lewis et al vs. Albert Hastings
Contract. B. P. in mit-

Thayer
↓
Defendant defaulted
Damages
Costs

4 33
2 98 7 31

March 13 Execution issued to Plaintiff

25-

No. 18 Harvey T. Cole vs. Jackson Chilson
Thayer Contract on Note & c. B. P. in mit-

↓
Defendant defaulted
Damages
Costs

11 79
3 02 14 81

March 13 Execution issued to Plaintiff

25-

March 11. Adams Police Court. 1856

No. 19 Clinton Blip v. Henry Hathaway & Trustee
Contract. on Note Copy of in mit.

Blip
↓
Defendant & Trustee defaulted

Damages

34 03

Costs

3 65 37 68

March 13 Execution issued to Plaintiff

25

No. 20. Patrick Donohue v. Charles H. Kennedy & Trustees
Thayer
↓
Contract. B. P. in mit
Neither Party

March 11. Adams Police Court 1856

No. 21 Samuel F. Browning vs. Charles Gould & Trustee
Thayer Contract. B. P. in mit
↓ Defendant & Trustee defaulted

Damages 27 50
Costs 3 12 30 62

April 1 Execution issued to Plaintiff

25-

March 18

No. 22 John R. Arnold vs. Barney Colmes
Robinson Contract. B. P. in mit
↓ Defendant defaulted

Damages 41 32
Costs 298 43 30

April 2 Execution issued to Plaintiff

25-

March 18. Adams Police Court. 1856

No. 23
Thayer
Hiram Stanton vs. D. S. Simons
Contract. B. P. in mit
Continued to March 25. at 10 o'clock A.M.
Continued to April 1. at 10 o'clock A.M.
Neither Party

No. 24
Thayer
Silas W. Sawyer vs. D. S. Simons
Contract. B. P. in mit
Continued to March 25. at 10 o'clock A.M.
Continued to April 1. at 10 o'clock A.M.
Continued to April 15. at 10 o'clock A.M.
Defendant defaulted.

Damages
Costs

18 25

532 23 57

April 18 Execution issued to Plaintiff

25

March 18. Adams Police Court. 1856.

No. 25. Orville Holden vs. D. S. Simons

Thayer Contract. P. P. in mit

Continued to March 25. at 10 o'clock A.M.

Continued to ~~March~~ April 1. at 10 o'clock A.M.

Continued to April 15. at 10 o'clock A.M.

Neither Party

March 25 Ellen Cunningham vs John Martin et al & Trustees.

No. 26. Contract on Note. Note filed with mit.

Thayer Continued to April 11. at 10 o'clock A.M.

And now it appearing to said Court that said defendants at the time of the service of this mit were not inhabitants or residents of this Commonwealth Ordered that notice be given to said defendants to appear at said Court on Friday the 11th day of April of next at 10 o'clock A.M. or their default will be recorded and judgment thereof rendered against them. and that said notice be sent to the said defendants by mail. and that said notice be mailed at least ten days before the day of said Court.

Continued to April 29. at 10 o'clock A.M.

Defendants & Trustees defaulted

Damages

21 45

Costs

7 33 28 78

April 30 Execution issued to Plaintiff

March 25. Adams Police Court 1856.

No. 27 John Mole vs. E. D. Aldrich
Contract on note. Copy of in mit

Blip Defendant defaulted
Damages
Costs,

10 21

375 13 96

March 28 Execution issued to Plaintiff

25

No. 28. Calvin Goldthwait vs. Shadrach Hathaway
Contract. P. P. in mit

Blip Motion to amend bill of P. filed with mit.
Motion granted

Defendant Defaulted
Damages
Costs

12 00-

396 15 96

March 28 Execution issued to Plaintiff

25

April 1. Adams Police Court 1856.

No. 29. J. P. W. Clark v. Charles Jaguith
Thayer Contract, on note copy of in mit-
Defendant defaulted

Damages

1638

Costs

298 1936

April 2 Execution issued to Plaintiff

25-

April 1

No. 30. Henry Darling v. Charles Jaguith
Thayer Contract B.P. in mit-
Defendant defaulted

Damages

1352

Costs

398 1750

April 2 Execution issued to Plaintiff

25-

April 1. Adams Police Court 1856.

No. 31. William King v. John D. Smith
Thayer Contract. B. P. in mit
Continued to April 15. at 10. o'clock A.M.
Defendant defaulted

Damages	371		
Costs	430	8	01

April 18 Execution issued to Plaintiff

25-

April 1.

No. 32. William King v. Milo Chase

Thayer Contract. B. P. in mit

Continued to April 15. at 10. o'clock A.M.

Continued to May 6. at 10. o'clock A.M.

May 6. Defendant defaulted

Damages	982		
Costs	508	14	90

May 8 Execution issued to Plaintiff

25-

April 1. Adams Police Court. 1856.

No. 33 Calvin T. Sampson v. Milo Chase
Thayer Contract. 2 counts. on Note copy of in mit V.B. P. in mit
Continued D April 15. at 10. o'clock A.M.
Continued D May. 6. at 10. o'clock

May 6. Defendant defaulted

Damages

16 98

Costs

5 08 22 06

May 8 Execution issued D Plaintiff

25

April 1.

No. 34. William King v. Levi A. Adams.

Thayer Contract. P.P. in mit

Continued D April 15. at 10. o'clock A.M.
Ninth Party

April 1. Adams Police Court. 1856.

No. 35 Charles Munn v. Levi St. Adams
Thayer Contract. B. P. in mit
Continued to April 15. at 10. o'clock A.M.
Neither Party

April 1.

No. 36. Charles St. Crozier v. Milo Chase et al
Thayer Contract. on note copy of in mit
Continued to April 15. at 10. o'clock A.M.
Continued to May 6. at 10. o'clock A.M.

May 6. Defendants defaulted

Damages

24 32

Costs

608 30 40

May 8 Execution issued to Plaintiff

25

April 1. Adams Police Court 1856.

Clark Rand of Adams is brought before said Court. arrested on execution of Mason B. Green against the said Rand. dated at Snow in our County of Berkshire. The 18th day of February A.D. 1856. and desires to take the benefit of the law for the relief of poor debtors, and signifies to said Court that he does not desire to have any time fixed for Examination, it is ordered by said Court (by consent of the Plaintiffs Attorney, J. Thayer) that the said defendant recognize to the sd Plaintiff in the sum of one hundred & sixty eight & 2/100 dollars that he shall within ninety days from date hereof claim himself up for examination, giving notice as the law directs to his creditors, & make no default at any time fixed, & abide the order of the magistrate thereon.

Order complied with

Thayer.

Costs

For hearing application for writ of arrest	1 00	
" Taking recognizance	1 00	
" One day Examination	2 00	4 00

June 28 And now the sd Rand does not appear but makes default.

April 1. Adams Police Court 1856.

Charles Rand of Adams is brought before said Court. Arraigned on execution of Samuel D Browning against the said Rand dated at Lenox in our County of Berkshire, The 18th day of February A.D. 1856. and desires to take the benefit of the law for the relief of poor debtors, and signifies to said Court that he does not desire to have any time fixed for examination, it is ordered by said Court (by Consent of the Plaintiff, Arthur S. Thayer Esq.) that the said Rand recognize to the said Browning in the sum of Security nine 50^{cts} ~~dollars~~ that he shall ~~within~~ ninety days from date hereof deliver himself up for examination giving notice as the law directs to his creditor & make no default at any time fixed & abide the order of the Magistrate therein

Thayer

Order complied with

Costs	
For hearing application for power to arrest	1 00
" Taking recognizance	1 00
" One day in Examination	2 00
	4 00

June 28 And now the sd Rand does not appear but makes default.

Feb 4. Adams Police Court. 1856.

Mathew Ballou of said Adams is brought before said Court arrested on Execution of Isaac Stafford of Monroe in the County of Franklin against him the sd Ballou and Levi Whitcomb of said Adams, dated at Sny in said County of Berkshire. The fourth day of December A.D. 1855. and desires to take the benefit of the law for the relief of poor debtors, and signifies to said Court that he does not desire to have any time fixed for examination, it is therefore ordered by said Court that the sd Ballou recognize with securities to the said Stafford in the sum of Three hundred & sixty two & 94/100 dollars. That he shall within ninety days from date hereof deliver himself up for examination giving notice as the law directs to the sd Stafford. & make no default at any time fixed & abide the order the magistrate thereon.

Order complied with
Shepherd Thayer & David W. McElwain both of Adams for said securities.

Robinson Costs.

For hearing application for poor & arrest	1 00	
" Taking recognizance & approving securities	1 00	
" One day examination	2 00	4 00

April 4. Adams Police Court 1856.

No. 37. James A. Allen vs John W. Pitt Thayer for defendant
Contract. B. P. in mit

Remains Continued B April 18. at 10 o'clock AM. Defendant answer filed

Robinson Continued B April 29. at 10 o'clock AM.

April 29 Judgement for Plaintiff. Damages

From which J. Pitt appeals to the Court of Common Pleas next to be
holden at Seneca in our County of Berkshire on the fourth Monday of June A.D. 1856, and
recognizes with Shepherd Thayer as surety, to the said Plaintiff, in the sum of one hundred
dollars to prosecute his said appeal & pay all future costs.

Shepherd Thayer surety

April 4. Arnold Maynard of Williamstown is brought before
said Court arrested on Execution of James Hunter, David
Thayer, Joseph D. Clark and Stillman Thayer, doing
business in Adams under the name of Hunter
Thayer & Co. dated at Seneca in our County of Berkshire
the eighteenth day of February A.D. 1856, and desires
to take the benefit of the law for the relief of poor
debtors, and signifies to said Court that he does
not desire to have any time fixed for examination,
it is therefore ordered by said Court that the said
Maynard recognize to the said Hunter Thayer & Co
in the sum of Ninety Nine & 100/100 dollars, that he
shall within ninety days from date hereof deliver
himself up for examination, giving notice as the law
directs to his creditor, and make no default at any
time fixed for hearing & abide the order of the magistrate
thereon. This recognizance taken without surety on the
motion of Plaintiff's Attorney. Order Complied with.
Costs

For hearing application for leave to arrest	1 00	
" Taking recognizance	1 00	
One day examination	2 00	4 00

July 2 And now the sd Maynard does not appear
but makes default.

April 11. Adams Police Court 1856

1041 Patrick Donahue vs John Martin et al
 This returnable to the Police Court of Adams in an
 Thayer County of Berkshire on the 29. day of April A.D. 1856
 The body of said ^{John Martin} ~~Defendant~~ arrested on said writ
 is brought before me Joel Bacon Justice of said
 Court. for examination. and now the said Martin
 signifies to me the said Justice that he desires to take
 the benefit of the law for the relief of poor debtors
 and asks for a continuance. whereupon it is
 considered by me the Justice, and continued to
 Tuesday the 29. day of April current, at 10 o'clock
 A.M. and the said Martin is ordered to recognize
 to the Plaintiff in the sum of seventy five dollars
 that he will make no default at the time fixed for
 said hearing. and abide the order of the magistrate
 thereon. Order complied with

Certs

For hearing application for process & arrest	1 00	
" One day examination	2 00	
" Taking recognizance	1 00	4 00

April 29 Said Defendant appeared in person and said
 action is continued to May 6th at 10. o'clock A.M.

April 11. Adams Police Court. 1856

No. 38 Owen Wells, Guardian, vs Alfred Loomis & Trustee
Contract. on note & account. Copy of P. P. in mit

Dawg Defendant & trustee defendant

Damages

2876

Costs

337 32 13

April 15 Execution issued to Plaintiff

25

April 11.

No. 39 Henry H. Ingraham ^{et al} vs Simeon H. Hawkes & Trustee
Contract. P. P. in mit

Dawg Continued to April 25. at 10 o'clock A.M. Thayer
Continued to May 2. " " " "
Continued to " 9 " " " "

April 25 said trustee named in the mit in this action by
Thos Robinson son his Attorney and makes answer in
writing, which is on file in said C.

May 9 And now the defendant does not appear but makes
default.

Judgment for Plaintiff

Damages

700

Costs

542 1242

May 12 Execution issued to Plaintiff

25

April 15. Adams Police Court 1856

No. 40 Jonathan Hall vs Johnson Daniels
Contract. B. P. in mit

Parties Defendant defaulted

Damages

22 75

Costs

6 02 28 77

April 25 Execution issued to Plaintiff

25

April 29

No. 41 Patrick Donahue vs John Martin et al
Contract. B. P. in mit

May 6 Continued to May 6. at 10 o'clock A.M. by consent of parties

May 6 The Plaintiff appears by S. Thayer Esq. his Attorney
and discontinues his case so far as relates to the
said William D. Williams. And now the said Martin
does not appear but makes default. Whereupon it is
considered by said Court - that the said Plaintiff recover
against the said John Martin the sum of \$48.92
debt or damages and \$7.80 charges of suit and ex-
ecution is awarded therefor against the body good & effects
of the said Martin.

Damages.

48 92

Costs

7 80 56 72

June 10 Execution issued to Plaintiff

25

April 29. Adams Police Court 1856

No. 42 Sonnyo F. Whitecomb vs. Nathan Pike } J. N. Dunham
Complainant for possession B. P. in mis-

Deputy
Said defendant appears by his attorney, and denies
the Plaintiff's right to maintain his action, and for plea saith The
same orally, and upon the issue after hearing all the matters
and things concerning the same, it appears to said Court that
the said defendant is guilty, it is therefore considered by said
Court that the said Plaintiff recover possession of said premises, &
twenty dollars damages and also his costs of suit - taxed at
four dollars and ^{fifty} one cent.

From which said judgment the said defendant appeals
to the term of the Court of Common Pleas to be holden at
Lynn within & for our County of Berkshire on the fourth
Monday of June A.D. 1856. Ordered that the said defendant
recognize with surety to the said Plaintiff in the sum of four
hundred dollars to enter this action, pay all rent now due, and
all intervening rent & costs, and also to pay all damages and
loss which the Plaintiff may sustain by reason of the withholding
of the possession of the demanded premises, and by reason
of any injury done thereto during such withholding, together
with all costs until the restitution of the possession thereof
to the complainant.

May 6 Order complied with.

Sureties, Joseph Porter, Levi N. Whitecomb.

Damages	20 00
Costs	4 51

Copies delivered to Defendant

May 2. Adams Police Court 1856.

No. 43.

Blip.

R. Wood et al. vs. Josiah J. White
Contract. can note copy of in mit—
Ninth Party

No. 44

Patrick Hanly vs. Charles Short
J. Bowman Contract. B. P. in mit.

(J)

Defendant Defaulted

Damages

Costs

11 00

3 63 14 63

May 5 Execution issued to Plaintiff

25-

May 6. Adams Police Court 1856

No. 45. John A. Doane vs. Joseph S. White
Contract. B. P. in mit

Dawes Continued to June 3. at 10 o'clock A.M.

And now it appearing to said Court that said defendant at the time of the service of this mit was not an inhabitant or resident in this Commonwealth, Ordered that notice be given to said defendant to appear at said Court on Tuesday the third day of June next at 10 o'clock A.M. or his default will be recorded and judgment thereof rendered against him, and that said be given by mailing an attested copy of this order in the Post Office at No. Adams directed to the said defendant at Cleveland in the State of Ohio, Postage prepaid, and make affidavit to the same, said notice to be deposited in Post Office 20 days before said 3^d day of June.

June 3 It now appearing to said Court that notice has been given as ordered by said Court to the said defendant, and the said defendant being solemnly called, does not appear but makes default. Whereupon it is considered by said Court that the Plff. recover against the said defendant.

Damages	28 89
Costs	4 97 33 86
	25

May 6. May 6 - Execution issued to Plaintiff

No. 46. Russell Sherman vs. Levi Randall

Robinson Contract. B. P. in mit

Continued to June 3. at 10 o'clock A.M.

June 3 Defendant Defaulted

Damages	16 00
Costs	3 76 19 76

June 6 Execution issued to Plaintiff

25

May 6. Adams Police Court 1856.

No. 47. R. M. Cole vs Ezra Parker
Plif Contract on note copy of in mit
Defendant defaulted

Damages

10 89

Costs

3 83 14 72

May 8 Execution issued to Plaintiff

25

May 9. George W. Alford vs. D. N. Stanton
No. 48 Contract. B. P. in mit

Damages

May 9 Continued to June 6. at 10 o'clock Am.
June 6 Defendants Defaulted

Damages

62 22

Costs.

5 51 67 73

June 9 Execution issued to Plaintiff

25

May 13. Adams Police Court 1856

No. 49 Peter Colwell vs Levi A. Adams
Contract. B. P. in mit-

Thayer Defendant defaulted

Damages

18 03

Costs

298 21 01

May 16. Execution issued to Plaintiff

25-

May 15

No. 50. George Roswell vs Hiram Richmond
Contract B. P. in mit-

Thayer Continued to May 27- at 10 o'clock A.M. (Robinsons,
Continued to June 10- at 10 o'clock A.M.

June 10 The defendant appears by his Attorney and files his account
against the Plaintiff in set-off. as by set-off on file more
fully appears, and upon the issue after hearing all matters
and things concerning the same it appears to said Court
that the defendant is entitled to recover of the said Plaintiff
unity two cents debt or damages and his costs of suit and
Execution is likewise awarded therefor against the said
Plaintiff.

Damages

92

Costs

453 545-

June

May 13. Adams Police Court 1856.
No. 51 Peter Colwell vs. Peter Miller
Contract P. P. in mit-
Thayer Defendant defaulted

Damages
Costs

1230

298 1528

May 16 Execution issued D Plaintiff

25

May 13.
No. 52 E. Southwick Jr vs. D. N. Stanton et al
Contract P. P. in mit-

Thayer Continued to June 2. at 10 o'clock A.M.
Continued to June 17 at 10 o'clock A.M.

June 17 Defendants Defaulted

Damages
Costs

2765

534 3299

June 19 Execution issued D Plaintiff

25

May 13. Adams Police Court 1856

No. 53 S. H. Browning vs John Goldwell & trustees.
Contract. B. P. in mit-

Thayer Return answer on file with mit,
Continued to June 3. at 10 o'clock A.M.

June 3 Defendant Defaulted.

Trustee answer and say that there has been a claim allowed
said defendant of \$42.89 and that there is due him
from us as Assignees of the Estate of J. S. White whatever
the Commissioner of Insolvency shall hereafter order us to
pay on the same. Whereupon they were adjudged to be
trustees of said Defendant.

Damages	11 70
Costs	570 17 40

June 6. Execution issued to Plaintiff

25-

May 20.

No. 54 Isaac W. Decker et al vs Milo Chase et al
Contract. on Note, copy of in mit-

Thayer Defendants defaulted

Damages	25 40
Costs	3 46 28 56

May 27 Execution issued to Plaintiff

25-

May 27th Adams Police Court 1856.

No 55 Ernie H. Stickney vs Dexter Gleason
Robinson Replevin. Bond on file in mit

Continued to June 10. at 10 o'clock A.M.

June 10 And now the defendant does not appear but
makes default. Whereupon it is considered by said
Court that the said Plaintiff recover against the
said defendant the sum of fifty ~~Cents~~ debt-
or damage and charges of suit.

Damages
Costs

. 50
4 26 .. 4 76

June 16 Execution issued to Plaintiff

25-

May 27 John A. Doane vs Barney Colwell & trustees
No. 56. Contract B P.

Davis Answer of trustees on file in mit
Continued to June 17- at 10 o'clock A.M.

June 17 Defendant defaulted
Trustee answer on file in mit.

Damages
Costs

6 62
4 72 11 34

June 19 Execution issued to Plaintiff

25-

June 3. Adams Police Court 1856.

No. 57 } B. H. Robinson vs. Thomas Pritchard
Contract. on Notes Copies of in mit
Defendant Defaulted

Damages
Costs

June 3

No. 58 William Stanton vs. Maturin Ballou for
Port. Action of set-off in mit

Thayer continued to June 13. at 10 o'clock A.M.

June 13 The Plaintiff appears by S. Thayer Esq. his Attorney, and the
Defendant also appears and files his answer against
the Plaintiff in set-off. as by set-off on file more fully
appears. And upon the said issue, after hearing all
matters and things concerning the same, it appears to said
Court, that the said Plaintiff is entitled to recover
against the said Defendant one dollar debt or damages
and his costs. and execution is awarded. Therefore,

Damages	1 00
Costs	5 88 6 88

June 16 Execution issued to Plaintiff

25

June 6th Adams Police Court 1856.

No. 59 H. Arnold vs. W. Albert Darling et al
Contract. B. P. in mit

Porter Continued to June 13th at 10 o'clock A.M.
Continued to June 17th at " " "

June 17 Defendants appear by S. Thayer their Attorney, and the
Plaintiffs also appear by W. S. Dams their Attorney
and the said Defendants denies the first item
in the Plaintiffs B. P. and therefore put themselves
on trial and upon the issue, after hearing all
matters & things, it is considered by said Court
that the Plaintiffs recover against the said
Defendants the sum of \$6.25 debt and
charges of suit, and execution is awarded
therefor against the said defendants.

Damages	6 25
Costs	6 70 12 95

June 17 Execution issued to Plaintiff 25

June 10

No. 60 John C. Tucker vs Horatio Powell
Contract. B. P. in mit

Thayer Defendant Defaulted

Damages	15 63
Costs	2 98 18 61

June 13 Execution issued to Plaintiff 25

June 13 Adams Police Court 1856

Troy & Greenfield R. R. Co. vs Israel Whitcomb

Israel Whitcomb is brought before me Joel Bacon Justice of said Police Court arrested on Execution of the Troy & Greenfield Company, against him the said Whitcomb dated at Snout in our County of Berkshire on the twenty first day of May A.D. 1856. and signifies to me such Justice that he desires to take the oath for the relief of poor debtors, and that he does not deem to have any time fixed for examination, it is therefore considered & ordered me such Justice the said Whitcomb recognize with surety to the said Plaintiffs in the sum of \$435.00 that he shall within ninety days from date hereof deliver himself up for examination giving notice as the law directs to the Creditors, and make no default at any time fixed, and abide the order of the magistrate thereon.

Order complied with.

Thayer.

William M. Gallup Surety

for hearing application for power to arrest	1 00
" One day examination	2 00
" Taking recognizance	1 00 4 00

Sept. 10. And now the said Israel Whitcomb personally appeared before me the aforesaid Justice, S. Thayer Esq. also appears as Attorney for said Rail Road Corporation. And after an examination, it appears to me the said Justice that the said Whitcomb has not any estate real or personal to the amount of twenty dollars except such as are by law exempt from being taken on execution & has not any other estate now conveyed or concealed, or in any disposed of, with design to secure the same to his own use or to defraud his creditors. And I have administered to him the oath for the relief of poor debtors.

One day examination 2 00

Mr C
The

)

1

July 1. Adams Police Court 1856

N^o 63
J

Charles Bradley vs Justin Bowen
Contract on Note Copy of in mit

Thayer

Continued to July 15. at 10 o'clock P.M. Porter

Continued to July 22 " 2 " P.M.

Judgment for Plaintiff

Damages

31 00

Costs

5 80 36 80

From which said judgment the said Bowen appeals to the Court of Common Pleas next to be holden at Snook in our County of Berkshire on the 4th Monday of October next, order that he recognize to the Plaintiff in the sum of one hundred dollars with surety in the like sum to prosecute his said appeal and pay all future costs.

Order complied with

Edmund Norman and Surety.

Copies delivered D. H. S. Davis Esq.

Norman

July 8
N^o 64

Sayles

Leonard Arms vs Samuel Jennings
Contract, & B. P. in mit

Defendant defaulted

Damages

8 00

Costs

3 55 11 55

July 10 Execution issued to Plaintiff

25

July 8. Adams Police Court 1856.

No. 65. Isaac W. Decker vs. Jacob Mulendorf et al
Contract B. P. in suit

Thurs continued to July 11th at 10 o'clock A.M.

July 11 Judgment for Plaintiffs
Settled by Plaintiffs Attorney.

Dams
filed
in 3rd of

No. 66. Fernando C. LeRoy vs. Nathan W. Halladay

Thurs Contract B. P. in suit

Defendant defaulted

J

Damages

22 20

Costs

4 02 26 22

July 10 Execution issued to Plaintiff.

25

July 8 Adams Police Court 1886

M. 67 Leonard Arms v. Leukman J. Fuller
Contract. D. P. in writ

Wife Defendant defaulted

Damages

15 00

Costs

3 83 18 83

July 10 Execution issued to Plaintiff

25

July 15 Charles Butler v. Robert Hamilton & Huntley

M. 68 Contract. D. P. in writ.

And now the Plaintiff by his Attorney comes, and moves
Thays To amend his D. P.

Continued to Augt. 26. at 10 o'clock A.M.

With the Party

July 15 Adams Polier Court 1856
No. 69 R. D. Bratt v. Thomas Baker
Contract on note copy of in mit
Thayer Defendant defaulted

Damages
Costs

2557

298 2855

July 22 Execution issued to Plaintiff

25

No. 70. Elmer Bishop v. Thomas Baker
Contract on note copy of in mit
Thayer Defendant defaulted

Damages
Costs

3126

298 3424

July 22 Execution issued to Plaintiff

25

July 15. Adams Police Court 1856.

No. 71 Russell B. Morton v. Henry P. Phillips
Contract B. P. in mit

Thayer Continued to July 22. at 10 o'clock A.M.
Morton Party

No. 72 Geo. W. Bradford v. Christopher A. Stewart
Contract on note copy of in mit

Thayer Continued to August 26. at 10 o'clock A.M.

Aug. 26 Defendant defaulted

Damages

16 03

Costs

4 26 20 29

Sept 3 Execution issued to Plaintiff

25

July 15. Adams Polin Court 1856.

No. 73 Remond C. Le Roy vs. John C. Stanger.
Contract. B. P. in mit.

Plays Defendant defaulted

Damages

10 00

Costs.

3 02 13 02

July 16 Execution issued D Plaintiff

25

No. 74 Saml. A. Browning vs. Nathan B. Robbins
Contract. B. P. in mit

Porter Defendant defaulted

Damages

15 00

Costs.

3 14 18 14

July 31 Execution issued D Plaintiff

25

July 15 Adams Police Court 1856.

No. 75. Edwin Thayer. Assignee of the Estate of Chas. Eddy, vs. Moses Sanders
Contract. B. P. in mit

Benham Defendant defaulted

Damages

4 75

Costs

3 51 8 26

July 22 Execution issued to Plaintiff

25

July 22

No. 76. Martin & Chapin vs Henry S. Ely
Contract. B. P. in mit

Robinson Defendant defaulted

Damages

7 42

Costs

3 14 10 56

July 26 Execution issued to Plaintiff.

25

July 22 Adams Police Court 1856.

No. 77 Wm W. Foreman v William Clark & trustee.
Contract B. P. in mit J. Denny.

Dunham Continued to Augt 5. at 10 o'clock AM.

Augt 5. Judgment for Plaintiff. and trustee discharged. Dams

	Damages.	17 50	
J	Costs.	5 18	22 68

Augt 6 Execution issued to Plaintiff 25-

No. 78 S. B. Kellogg v A. W. Rome & trustee
Contract. B. P. in mit

Dunham Defendant defaulted

	Damages	13 00	
	Costs	3 61	16 61

In hands of trustee \$6.64

July 28 Execution issued to Plaintiff 25

July 22 Adams Police Court 1856

No. 79 } Mr King vs E. P. Bowman
Contract

Thayer } Verdict Party

No. 80 } Mr King vs Abneriah Dodge
Contract B. P. in mit

Thayer } Continued to July 29th at 10 o'clock A.M.
Verdict Party

July 25. Adams Police Court 1856

No. 81. Martin D. Townsend vs John O. LeRoy. Thayer
Contract B. P. in mit

Robinson Continued by S. Thayer Esq. a Justice of the Peace
To August 8th at 10. o'clock A.M.

Continued To August 15. at 10. o'clock A.M. by Consent of parties

August 15 Defendants defaulted

Judgment for Plaintiff }	Damages	47 21
	Costs	5 04 52 25

From which said judgment against him the said
~~LeRoy appeals to the Court of Common Pleas~~
To be holden at Seneca in our County of Berkshire
on the fourth Monday of October next, and recognizes
with sufficient surety to prosecute his said appeal
with effect and pay all such costs as arise after
the appeal. The said LeRoy as principal & Andrew H. Richmond
as surety, before sd Police Court acknowledge themselves indebted
to the Plaintiffs in the sum of one hundred dollars to prosecute
said appeal as the law directs.

Copies deliverd to Defendants attorney.

No. 82 Darius Camp vs S. W. Hawkes & Turner
Contract.

Robinson Continued To July 29th at 10. o'clock A.M. by
S. Thayer Esq. a Justice of the Peace
Entered Through Mistake

July 29 - Adams Police Court - 1856.

No. 83 Thomas A. Brayton vs Inhabitants of Adams. Dams
Contract B. P. in mit

Richmond continued to Augst 12th at 10. o'clock A.M.
continued to August 26 " " " " by Court of parties

No. 84 Gillespy & Haight vs Margaret Mahoney
Porter For possession. B. P. in mit
Defendant defaulted
Costs

\$ 03 \$ 15

July 31 Execution issued to Plaintiffs

25

July 31. Adams Police Court 1856.

John L. Stanton is brought before Joel Bacon Justice of said Court, arrested on execution of Nelson & Co. dated at Scores in our County of Michigan on the first day of July A.D. 1856, having caused St. L. Davis Attorney for the said Creditors at whose suit he is arrested to be notified according to law of his desire to take the benefit of the law for the relief of poor debtors; and now the said debtor signifies to me the said Justice that he does not desire to have any time fixed for examination; it is therefore ordered by me the said Justice that he recognize to the said ~~creditors~~ with two sureties in the sum of \$467.40. that within ninety days from date hereof he will deliver himself up for examination, giving notice as the law directs to the said Creditors, and make no default at any time fixed for his examination and abide the final order of the magistrate thereon. Order complied with

David W. McElwain & Matthew Ballou Jr. Sureties
Loth.

for hearing application for process & arrest	1 00	
" taking recognizance &c.	1 00	
" One day examination	2 00	4 00

Augt 25th Adams Police Court 1856.

Thayer

W. W. Fitch, is brought before me Joel Bacon Justice of said Court arrested on execution for debt of Nelson & Co against him the said Fitch dated at Lowell in said County of Berkshire on the first day of July A.D. 1856. Having caused D. S. Dams Attorney for the said Creditors at whose suit he is arrested to be notified according to law of his desire to take the benefit of the law for the relief of poor debtors; signifies to me the said Justice that he does not desire to have any time fixed for examination; it is therefore ordered by me the said Justice that the sd. debtor recognize with two sureties to the use of the said Creditors in the sum of \$467.40 that within ninety days from date hereof he will deliver himself up for examination giving notice to the said Creditors as the law directs, and make no default at any time fixed for his examination; and abide the final order of the magistrate thereon.

Order complied with

Elias D. Dyke and David S. Simons sureties

Hearing application for power to arrest	1 00	
Taking recognizance &c.	1 00	
One day examination	2 00	4 00

Augt. 5. Adams Police Court. 1856.

No. 85. Gabry. J. Grandall vs. Samuel Ingalls et al
Contract. B. P. in mit
Noted Continued to Augt. 19th at 2 o'clock P.M.
saving advantage to each party. Motion to discontinue
Noted Party

No. 86. Rufus A. Lamb vs John C. Stanton
Contract. B. P. in mit

Thayer Defendant defaulted

Damages

44 00

Costs

5 05 49 05

Augt 6 Execution issued to Plaintiff

25

Augt 5. Adams Police Court 1856.

No. 87. James Easton vs Alexander G. Mills
Contract. P. P. in mit

Defendant defaulted

✓ Damages 838.
Costs 346 11 84

Augt 12 Execution issued to Plaintiff 25-

Augt 12. James Cronen vs. Ezra W. Thayer et al

No. 88. Contract. P. P. in mit

G. E. Cole

Continued to August 19th at 1 o'clock P. M.

Damages

Augt 19. Defendant defaulted

Damages

Costs

7788

607 83 95

Augt 21. Execution issued to Plaintiff 25-

Augst 19. Adams Police Court 1856

No. 89. David Leach vs Lewis McQueen & Trustees
Contract. B. P. in mit. Sayer
Dunham Continued to Sept 2^d at 10.0 clock Am
v Trustees defaulted
Judgment for Plaintiff without costs
Damages 391 391
Judgment for Defendant costs 198

Sept. 3 Execution issued to Plaintiff for Damages. 391 25

No 90 E. A. Dyke et al vs John C. Stanton
Thayer Contract B. P. in mit
Defendant defaulted
Damages 3449
Costs 298 3747

Sept 7. Execution issued to Plaintiff 25

Augt 19. Adams Police Court. 1856

No 91 Charles Laughlin vs Calvin Mason
Contract. B. P. in mt.

Sagles

Thays continued to Sept. 2^d at 10. o. clock A.M.

continued to Sept 10. at 10. o'clock A.M. by consent of parties

continued to Oct 7. at 1. o'clock P.M. " " " "

continued to Dec 2^d at 1. " "

continued to Jan. 20/57 " " " " " "

continued to May. 2^d " " " " " "

Neither party

Augt. 23^d Adams Police Court. 1856.

Mr. 92. Edmund Maloy vs. Dennis Conner
Dues For possession of Real Estate.

P. P. in mit

The ~~Plff. appears by Mr. D. Conner Esq. and entered~~
his ^{action}. The Defendant appears by Mr. R. L. Luntton Esq.
his atty and files two motions to dismiss this
action. s22 motions on file in mit. - and upon
said motions, after hearing all matters & things concerning
the same, it appears to said Court that this action
should not be dismissed. And now the s^d De-
fendant comes and pleads not guilty. And
upon the issue, after hearing all things &c. it appears
to said Court that the s^d Conner is guilty in manner
and as is alleged against him it is therefore con-
sidered by said Court that the Plaintiff recover
possession of s^d premises, and nineteen dollars
damages, and also his costs of suit taxed at \$4.94 against
the s^d Defendant. From which said judgment
the s^d defendant appeals to the Court of Common
pleas next to be holden at Lenox within & for our County
of Berkshire on the first Monday of October next.
Ordered by s^d Police Court that the s^d Defendant recognize
with sufficient surety to the said Plaintiff in the sum
of two hundred dollars to enter this action and pay
all rent now due, all intervening rent & costs
and also to pay all damages, which the Plaintiff
may sustain by reason of the withholding of the possession
of the demanded premises, and by reason of any injury
done thereto during such withholding together with all
costs until the restitution of the possession thereof.

Order Complied with.

Richard Drew & Matthias R. Luntton of Pittsfield
in s^d County sitting.

Damages	19 00
Costs	4 94

August 26. Adams Police Court 1856.

W. 93 James M. Bowles vs Eliza Cornell & trustee
Contract on Note Copy of in mit }
Dunham Trustee discharged. With Costs. Ditto }
Defendant defaulted }
Damages }
Costs }
Trail 64
Attendant 33
Assess 1.00 197
3568
6844252

Sept 13 Execution issued to Plaintiff 25

Sept 2
W. 94 Pittkin H. Barnes et al vs Chas. N. Loyne & trustee
Contract B. P. in mit }
Bliss continued }
Neither Party. }
W. D. Hilley

Sept. 2. Adams Police Court 1856.

No. 95 Edmund Gardner vs Hiram R. Smith
Contract on Note Copy of in mit

Blip Defendant Defaulted

Damages 1568

Costs 351 1919

Sept. 5 Execution issued to Plaintiff.

25

No. 96 William King vs. Matheau & Pallow Jr et al
Contract B. P. in mit

Thayw Defendants Defaulted

Damages

1897

Costs

348 2245

Sept. 5 Execution issued to Plaintiff

25

Sept 2. Adams Police Court 1886.

No. 97 William King v. David S. Simons
Contract, B.P. in mit

Thayer Defendant defaulted

Damages

738

Costs

298 1036

Sept 5 Execution issued to Plaintiff

25

No. 98. James Hunter et al v. Henry S. Ely
Contract, B.P. in mit

Thayer Defendant defaulted

Damages

5429

Costs

314 5743

Sept 5 Execution issued to Plaintiff

25

Sept. 2. Adams Police Court 1856.

No. 99. John Porter vs David W. McQuinn vs
Contract. B. P. in mit

Thayn continued to Sept. 16. at 10 o'clock A.M.

Sept. 16 Defendants defaulted

Damages

Costs

36 69

426 4095

Sept. 23 Execution issued to Plaintiff

25

No. 100 John Porter vs Eliza R. Morten & Trustee
Contract. B. P. in mit

Thayn Defendant Defaulted
Trustee Charged \$6.00

Damages

Costs

8 63

412 1275

Sept 5 Execution issued to Plaintiff

25

Sept. 2. Adams Police Court 1856.

N. 101 Edmund Southwick vs Daniel N. Stanton et al
Contract. B. P. in mit

Thayer Defendants Defaulted

Damages

3065

Costs

4123467

Sept. 5 Execution issued to Plaintiff

25

Sept 9

N. 102 Saul W. Bourneau vs. D.D. Allen & J. Edmunds
Contract. on note copy of in mit.

Thayer Defendants Defaulted

Damages

2916

Costs

4113317

Sept 13 Execution issued to Plaintiff

25

Sept. 9. Adams Police Court 1856.

No. 103. S. W. Hawkes vs Albert Hastings
Contract.

Thayer Continued to Sept 30. at 10. o'clock A.M.
Neither party

No. 104
C. S. Hawkes vs Albert Hastings
Contract.

Thayer Continued to Sept. 30. at 10. o'clock A.M.
Neither party

Sept. 23 Adams Police Court 1856

No. 105 John Porter vs Patrick Gallagher & trustee
Contract. B. P. in mit
Thayer Defendant & trustee defaulted

Damages
Costs

996

418 14 14

Sept. 23

No. 106.

Wm. J. Farnsworth vs Thaddeus Harrington
Contract B. P. in mit
Sayles Defendant defaulted

Damages
Costs

1163

351 15 14

Oct. 8 Execution issued to Plaintiff

25

Sept. 23. Adams Police Court 1856.

No. 107 David Leach vs Francis M. Kelly & trustee
Contract

Says Defendant & trustee defaulted

Damages

530

Costs

385 915

Oct. 8 Execution issued to Plaintiff.

25

No.

Am.

C.

No.

M.

Sept. 30. Adams Police Court 1856

No. 108 ✓ Rufus Leonard et al vs David Seach

Holcott

Amherst Judgment for Plaintiffs

Damages

36 88

Costs

6 25 43 13

Oct. 11 Execution issued to Plaintiff

25-

Oct. 3^d

No. 109

Thayer

Thomas A. Brayton vs William Bracy Jr
For possession B. P. in mit
Defendant defaulted

Damages

20 00

Costs

3 03 23 03

Oct. 11 Execution issued to Plaintiff

25-

Oct. 7. Adams Polier Court 1856.

No. 110 Ivory Mills v Levi H. Adams et al
Contract B. P. in mit

Thayer Continued to Oct. 14. at 10. o'clock A.M.

Oct. 14 Defendants defaulted

Damages	851
Costs	480 1331

Oct. 27 Execution issued to Plaintiff 25

No. 111 Fernando C. Le Roy v Milo Chase
Contract B. P. in mit

Thayer Continued to Oct. 14. at 10. o'clock A.M.

Oct. 14 Defendant defaulted

Damages	596
Costs	376 972

Oct. 27 Execution issued to Plaintiff 25

Oct. 7. Adams Police Court 1856

No. 112 William King vs Robert Winton
Contract B. P. in mit

Thayer Continued to Oct. 14. at 10 o'clock A.M.
Continued to Oct. 21 " 10 o'clock A.M.

Oct. 21 Defendant Defaulted

	Damages	23 00
	Certs	4 54 27 54

Oct. 27 Execution issued to Plaintiff 25

No. 113 Rufell Leonard et al vs Charles Short
Contract B. P. in mit

Durham Defendant Defaulted

	Damages	18 72
	Certs	4 32 23 04

Oct. 11 Execution issued to Plaintiff 25

Oct. 7 Adams Police Court 1856.

No. 114

Dunham

J

J. N. Dunham Assignee vs Irving Clark
Contract B. P. in mit
Defendant defaulted

Damages

1439

Costs

371 1810

Dec. 29 Execution issued to Plaintiff.

25

Oct. 14

No. 115

J

Dunham

Jas. W. Bowker vs John Doyle
Contract on Note copy of in mit
Defendant defaulted

Damages

3307

Costs

371 3678

Oct. 16 Execution issued to Plaintiff

25

Oct. 14. Adams Police Court 1856.

Mr. 116 James M. Bowker vs Abel Jones
J Contract on Note Copy of in mit
Durham Defendant defaulted

Damages

27 51

Costs

371 31 22

Oct. 16 Execution issued to Plaintiff

25

Mr. 117

Durham James N. Durham Assignor vs Isaac Drew
Contract B. P. in mit
Defendant defaulted

Damages

594

Costs

355 949

Dec. 29 Execution issued to Plaintiff

25

1857

Aug. 27 Alias Execution issued to Plaintiff

28

Oct. 14 Adams Police Court. 1856.

No. 118 John A. Doane vs Robert Minton
Contract B. P. in mit

Thayer Continued to Oct. 21. at 10 o'clock A.M.

Oct. 21 Defendant Defaulted

Damages

838

Costs

376 1214

Oct. 27 Execution issued to Plaintiff

25

No. 119 Israel Whitcomb vs Edward Canab
Contract B. P. in mit

Thayer Continued to Oct. 24. at 10 o'clock A.M.

Oct. 24 Defendant Defaulted

Damages

868

Costs

517 1385

Oct. 27 Execution issued to Plaintiff

25

Dec. 26 Execution returned wholly unsatisfied

Feb ¹⁸⁵⁷ 11 ~~1856~~ Execution issued to Plaintiff

25

Oct. 24 Adams Police Court 1856.

No. 120

J

Thayer

E. D. Smart vs Robert William
Contract. B. P. in mit

Continued To Oct 24 at 10 o'clock A.M.
Neither Party

Oct. 27

No. 121

Dunham

Leonard Arms vs Henry Remington
Contract B. P. in mit
Defendant Defaulted

Damages
Costs

475
351 826

Oct. 23 Execution issued To Plaintiff

25

Oct. 21 Adams Police Court 1856.

No. 122 Leonard Ames vs Henry A. Conners & trustees
✓ Contract on Spc Copy of in mit
Dunham Defendant & trustees defaulted

Damages

7 22

Costs

4 25 11 47

Oct. 23 Execution issued to Plaintiff.

25

No. 123 Patrick Haley vs Sylvester Granger & trustees.
Contract B. P. in mit

Dunham And now the Plaintiff comes, and moves to amend
✓ his mit by inserting George Sylvester Granger where
it now reads Sylvester Granger, so that if Execution
issue it may issue against George Sylvester Granger
it is considered by said Court that said ^{mit} should be
amended

Continued to Oct. 28. at 10 o'clock A.M.

Oct. 28 Defendant defaulted, trustee discharged

Damages

26 50

Costs

8 04 34 54

Oct. 30 Execution issued to Plaintiff

25

Oct. 21 Adams Police Court 1856.

No. 124

Ann Smith vs William Haven & tinter
Contract B. P. in mit

Thayer

Defendant & tinter defaulted 24 50

Damages -

Costs

338 27 88

Oct. 23 Execution issued to Plaintiff

25

No. 125

Elias D. Dyke vs Hiram Smith

Thayer

Contract B. P. in mit

Defendant defaulted

Damages

Costs

19 52

298 22 50

Oct. 23 Execution issued to Plaintiff

25

Returned wholly unsatisfied

1857

Jan. 10. Alias Execution issued to Plaintiff

25

Oct. 24. Adams Police Court 1856.

No. 126 Ivory Will M. Leonard Jagueth Trustees
Contract. P. P. in mit

Thayer Continued to Oct. 31. at 10. o'clock A.M.

✓ Continued to Nov 11. at 10. o'clock A.M.

Nov. 11 Judgment for Plaintiff

Damages

10 84

Costs

6 06 16 60

Nov. 15 Execution issued to Plaintiff.

25

Oct. 31

No. 127. John Mole vs Joseph Cummings
Contract. P. P. in mit

Dunham Defendant defaulted

Damages

13 42

Costs

3 55 16 97

Nov. 15 Execution issued to Plaintiff

25

Nov. 4 Adams Police Court 1856

Nov 28 W. W. Larkin vs Geo. S. Granger
✓ Contract B. P. in mit

Dunham

Defendant defaulted

Damages

501

Costs

379 880

Nov 15 Execution issued to Plaintiff

25

Nov. 129 C. T. Sampson vs Thomas Baker
Contract on Note copy of in mit

Thayer continued to Nov. 11- at 10 o'clock AM

Nov. 11 Defendant defaulted

Damages

1000

Costs

376 1876

Dec. 12 Execution issued to Plaintiff

25

Nov. 14- Adams Police Court. 1856.

No. 130 John Porter et al vs Alanson Gady
Contract B. P. in writ
Thayer } Continued to Nov. 11- at 10. o'clock A.M.
Nov. 11 Defendant defaulted.

Damages 11 90
Costs 3 76 15 66

Continued to Dec 10-
Thayer }
From which said judgment The said Defendant appeals
to the Court of Common Pleas next to be holden at
Lewy in & for our County of Berkshire on the fourth Monday
of Feb. next and recognizes with Lucius A Johnson
on the 10th day of December A.D. 1856
to the Plaintiff in the sum of One hundred dollars
to prosecute his said appeal and pay all future
Costs.

Copies delivered to S. Thayer Esq.
Paper made

No. 131 Charles Seallow vs William Shurtleff & trustees
Thayer } Contract B. P. in writ
Continued to Nov 11. at 10. o'clock A.M.
Nov. 11 Defendant & trustees defaulted

Damages 17 60
Costs 4 27 21 87

Nov. 17 Execution issued to Plaintiff 25

Nov. 4. Adams Police Court 1856

No. 132 Daniel Workman vs Robt. Winter & trustee
Contract B. P. in mit

Thayn continued to Nov. 11- at 10 o'clock A.M.

Nov. 11 Defendant & trustee defaulted

Damages 12 00

Costs 4 15 16 15

Nov. 17 Execution issued to Plaintiff

25

No. 133 Michael Ryan vs William Shurtleff & trustee
Contract B. P. in mit

Thayn continued to Nov. 11. at 10 o'clock A.M.

Nov. 11 Defendant & trustee defaulted

Damages 17 60

Costs 4 91 22 51

Nov. 25 Execution issued to Plaintiff

25

Nov. 4. Adams Police Court 1856

Nov. 134 Charles Butler vs. Edwin A. Howes
Contract B. P. in mit

Thayer Continued to Nov. 11. at 10 o'clock A.M.

Nov. 11 Defendant defaulted

Damages

6945

Costs

376 7321

Nov. 25 Execution issued to Plaintiff

25

Nov. 11 W. S. Burton vs. E. Colman
Nov. 135 Contract B. P. in mit

Thayer Defendant defaulted

Damages

350

Costs

298 648

Nov. 17 Execution issued to Plaintiff

25

Nov. 11. Adams Police Court 1856

No. 136 W. S. Burton vs Jacob Mulendorf & al
Contract B. P. in mit

Thayer continued to Dec. 9th at 10 o'clock A.M.

And now it appearing to said Court that at the time
of the service of this mit. That the said Defendants were
not inhabitants of this Commonwealth - ordered that
notice be given to said Defendants to appear at said
Court on Tuesday the ninth day of December next at
10 o'clock A.M. or their default will be recorded
& judgment thereof rendered against them and that
said notice be published in the weekly Transcript
& Berkshire County Intelligencer three consecutive weeks
the first publication to be made fourteen days before the
day said Court.

Dec. 9 Defendants defaulted

Damages
Costs)

2448
826 3269

Dec. 16 Execution issued to Plaintiff

25

Nov. 18.

No. 137 J. M. Bowker vs William Mills & trustees
Contract on Note, Copy of in mit

Dunkham Defendant & trustees defaulted

Damages
Costs)

1224
466 1690

Nov. 25 Execution issued to Plaintiff

25

Nov. 18. Adams Police Court. 1856

No. 138, David Seach vs Dexter Gleason
Action of Tort. D.

Dunham Continued to Nov. 25. at 10 o'clock A.M. Porten & Dams

Continued to Dec. 9. at 10. " "

Dec. 9 Judgment for Plaintiff

Damages

10 13

Costs

8 65 18 78

Dec. 17 Execution issued to Plaintiff

25

Nov. 18. Adams Police Court 1856

No 139, Salmon Burlingame et al. vs Henry S. Ely
Contract. on Note Copy of in mit-
Thayer Defendant defaulted

Damages
Costs

67 96
3 14 7110

Dec 5 Execution issued D Plaintiffs
" Returned wholly unsatisfied

25

1857.

Feb. 20. Alias Execution issued D Plaintiffs

25

No. 140

Thayer John C. Tucker vs John W. Hubley & Trustees
Contract. P. P. in mit-

Defendant defaulted

Trustees discharged, with Costs \$3.21

Damages
Costs

6 25
7 85 14 10

Nov. 24. Execution issued D Plaintiff

25

Nov. 18. Adams Police Court 1856.

Nov. 141/ Cyrus P. Isbell vs. E. Stewart & trustees
Contract B. P. in mit

Chayw Defendant & trustees defaulted

Damages

Costs

27 25

4 67 31 92

Nov. 24 Execution issued to Plaintiff

25

Nov. 18, Adams Police Court 1856.

No. 142 James Higginbotham vs Wm Shurtleff
J mit returnable before the said Police Court on the second
Thayw day of Dec. next. The body of the said Defendant arrested
on said mit is brought before me Joel Bacon Justice of
said Court; And now the said Shurtleff signifies to
me the said Justice, that he desires to take the benefit of
the law for the relief of poor debtors, and moves for a
continuance, and upon said motion, it is considered by
me the said Justice, and continued to Tuesday the
2 day of Dec. next - at 10 o'clock A.M., and ordered
that the said Shurtleff recognize with sufficient surety
to the said Plaintiff in the sum of fifty dollars that
he will make no default at the time fixed for hearing,
and abide the final order of the magistrate therein.
Order Complied with

John H. Orr, of said Adams surety
costs

For hearing application for writ to arrest	1 00	
" Taking recognizance &c.	1 00	
One day in examination	2 00	4 00

Dec. 2

Jas. Higginbotham vs Wm Shurtleff
Contract. B. P. in mit
Continued to Dec. 9 - at 10 o'clock A.M.

Dec 9 Defendant defaulted

Damages	28 32	
Costs	776 36 08	

Dec. 16 Execution issued to Plaintiff

25

Nov. 18. Adams Police Court 1856.

No. 143

Thayer

William Clifford vs William Shurtleff
Writ returnable before the Police Court of Adams in an
action of Contract on the 2 day of Dec. next. The body
of the said Shurtleff arrested on said writ is brought
before me Joel Bacon Justice of said Police Court for
examination - and now the said Defendant signifies
to me the said Justice that he desires to take the benefit
of the law for the relief of poor debtors. and moves
for a continuance, whereupon it is considered by me
the said Justice, and continued to Tuesday the
2 day of Dec. next at 10 o'clock A.M. and
it is ordered that the said Shurtleff recognize with
surety in the sum of fifty dollars to the Plaintiff
that he will make no default at the time fixed
for said hearing and abide the final order of the
Magistrate thereon. Order complied with
John H. Orr. of said Adams surety.
Costs

For hearing application for writ to arrest	1 00	
in taking recognizance &c.	1 00	
One day examination	2 00	4 00

Dec. 2

Wm Clifford vs William Shurtleff

Contract P. P. in writ

Continued to Dec. 9 at 10 o'clock A.M.

Dec 9 Defendant defaulted

Damages

22 64

Costs

776 3040

Dec. 16 Execution issued to Plaintiff

25

1
Nov. 25 Adams Police Court 1856

No. 144. Nathaniel G. Hathaway vs Michael Murphy
Contract B. P. in mit

Sharp Defendant defaulted
Judgment for Plaintiff

Damages 13 00
Costs 2 98 15 98

From which said judgment against him the said Defendant appeals to the next term of the Court of Common Pleas to be holden at some time & for an County of Berkshire of the fourth Monday of Feby. next and recognises with Cyrus R. Potter as surety to the said Plaintiff in the sum of one hundred dollars to enter & prosecute his said appeal as the law directs and pay all future costs.

Papers made

Nov. 25

No. 145. Isaac Rob. vs F. E. Bailey & trustees
Contract B. P. in mit

Durham Continued to Dec. 9- at 10 o'clock

Dec. 9 Defendant defaulted.

Writter charged

Damages

21 57

Costs

572 2729

2 Adams Police Court 1856.

Dec. S. H. Downing vs Charles H. Kelley

No. 146. Contract B. P. in mit
 Thayer } Continued to Dec. 16. at 10 o'clock A.M.
 Continued to Dec 28 " " "
 Continued to Jan. 13/57 " " "

July 13. Defendant defaulted

Damages

2557.

Costs

536 3093

July 14 Execution issued to Plaintiff

25-

Dec. 2

No. 147

Thomas A Brayton vs Elijah Litchfield & trustees

Contract B. P. in mit

Thayer

Defendant defaulted

Damages

1422

Costs

517 1939

In hands of trustees as for answer of A. W. Richardson
 for said trustees \$7.11

Dec 5 Execution issued to Plaintiff

25

Dec. 2. Adams Police Court 1856.

No. 148. Francis J. Dean vs Moss Saunders
Contract on note. Copy of in mit

Plif } Defendant defaulted

Damages

4 84

Costs

6 00 10 84

Dec. 5 Execution issued to Plaintiff

25

No. 149 Paul C. Richmond vs Bernard Scott

Plif } Contract on note Copy of in mit

Defendant defaulted

Damages

34 79

Costs

3 77 38 56

Dec 5 Execution issued to Plaintiff

25

Feb 2 Execution returned in part satisfied

Feb 17 Alias Execution issued to Plaintiff

25

Dec. 9 Adams Police Court 1856.

No. 150 David Richmond et al v Chas Smith
Contract, on notes copies of in mit

Blip, Defendant defaulted

Damages

7 67

Certs

375 1142

Dec. 11 Execution issued to Plaintiff

25

No. 151 Isaac Rop. v James A. Allen & trustee
Contract, on Note copy of in mit

Drunkam Defendant defaulted, trustee discharged by Plfs Atty.

J
Damages

58 00

Certs

5 00 63 00

Dec. 11 Execution issued to Plaintiff

25

Dec. 9. ~~Adams~~ Police Court 1856

No. 152 David S. Bowerman vs Lysander Keith
Contract. ^{on note} ~~Copied~~ mit
Durham Keith's Party.

No. 153 James Kelley vs Abram Anthony
Contract. B. P. in mit T. Robinson Esq
Durham Continued to Dec. 23, at 10 o'clock A.M.
Dec 23. Judgment for Plaintiff

Damages	40 44
Costs.	7 88 48 32

From which said judgment the Defendant appeals
to the Court of Common Pleas next to be holden at Seneca
within & for our County of Berkshire on the fourth Monday
of February next and recognizes with Thomas Robinson
as surety to the said Plaintiff in the sum of one hundred
dollars to prosecute his said appeal and pay all
future costs.

Papers Relined To Thomas Robinson Esq.

Dec. 9 Adams Police Court 1886.

No. 154

Dunham
& Dams

Alays Cummings vs Norman Cotton et al
Contract. R. P. in mit

The Plaintiff appears by his Attorneys Dunham & Dams
and enters his mit. The defendants also appear by
P. C. Holcott. and files his plea in abatement.
After a hearing upon the sd plea, it appears to sd Court
that the mit in this action ought to be quashed -
it is therefore considered by sd Court that the sd defendants
revoke of the sd Plaintiff \$1.65 for their costs.
From which sd judgment the sd Plaintiff appeals to the
Court of Common Pleas next to be holden at Lenox
within & for our County of Berkshire on the fourth
Monday of Feby. next. and recognizans with J. N.
Dunham as surety to the sd Defendants in the sum
of one hundred dollars to prosecute his sd appeal
and pay all future costs.
Copies delivered to Dunham

No. 155

Thayer

John Porter et al vs Albert Haskins
Contract R. P. in mit

Continued to Dec. 23- at 10 o'clock A.M.

Continued to Jan'y 13/87 at - - -

Jan'y 13 Defendant defaulted

Damages

1181

Costs

458 1639

Jan'y 14 Execution issued to Plaintiffs

25

Dec. 9. Adams Police Court 1856.

No. 156 John Shahan vs Matinson Ballou & al
Contract on note copy of in mit-
Thayer Defendants defaulted

Damages

5557

Costs

348 59 05

Dec. 17 Execution issued to Plaintiff

25

No

Dec. 9. Adams Police Court 1856.

No. 157 John P. Arnold vs Henry Cummings & trustee
Contract. R. P. in mit

Thayer

The Plff. appears by S. Thayer his attorney and enters his mit - The Defendant also appears by J. N. Dunham his attorney, and files his plea in abatement after hearing upon sd plea. it appears to sd Court that the mit in this action ought not to be granted, and it is therefore ordered that that the sd defendant answer over to the action and now the sd Defendant makes no further defense, it is therefore considered by sd Court that the said Plaintiff recover of the sd Defendant the sum of \$8.72 Damages & \$6.79 Costs of suit - and The said trustee came into Court & made their answer in writing, under oath as by answer on file appears. Whereupon They were adjudged to be trustees of sd defendant - for the sum of 21 43 From which sd judgment - The sd Defendant - appeals to the Court of Common Pleas next to be holden at Lermy within & for one County of Berkshire on the fourth Monday of February next and recognizes with J. N. Dunham as surety to the sd Plaintiff in the sum of one hundred Dollars to prosecute his said appeal and pay all future costs.

Dec. 16. Adams Police Court 1856.

No. 158 Achil Fort vs Daniel D. Brown
Contract. on Note copy of in mit
Thayer Defendant Defaulted

Damages
Costs

31 23

342 34 65

Dec. 17 Execution issued to Plaintiff

25-

No. 159 William Martin vs Albert Hastings
Contract. B. P. in mit

Thayer Continued to Dec. 30. At 10 o'clock A.M.
Continued to Jan. 13/57 " " " "

Jan. 13 Defendant Defaulted

Damages
Costs

34 52

458 39 10

Jan. 14 Execution issued to Plaintiff

25-

Dec. 16. Adams Police Court 1856.

No. 160 Abel Jones vs Mons Sanders
Contract on Note Copy of in writ
Dunham Defendant defaulted

Damages	9 21
Costs	4 08 13 29

Dec 18 Execution issued to Plaintiff

25-

No. 161 David Richmond et al vs Calvin Bartlett & trustee
Dunham Contract. B. P. in writ
Defendant & trustee defaulted

Damages	10 16
Costs	4 49 14 65

Dec. 18 Execution issued to Plaintiff

25-

Dec. 16. Adams Police Court 1856.

No. 162 Isaac Collins vs Calvin S. Bartlett & trustee

Contract. on Note copy of in mit

Dunham Defendant & trustee defaulted

Damages

16 35

Costs

447 20 84

Dec 18 Execution issued to Plaintiff

25

Dec. 30

No. 163 Isaac Collins vs Brown Scott

Contract. B. P. in mit

Dunham Defendant defaulted

Damages

292

Costs

367 6 59

Dec. 31 Execution issued to Plaintiff

25

Jan. 6. Adams Police Court 1857

No. 1 Isaac H. Decker vs M. Day & Paul Southwick
Contract on Note copy of it mit
Thayer The Plaintiffs appear by Thayer their attorney and
enter their mit. The Defendants also appear by E.
R. Tinker and pay the debt or damages and costs.
Damages \$13.85 Costs 2.90 \$16.75

Jan. 6.

No. 2. Leonard Williams et al vs Cord Jenkins Adm of the estate of R. Parker
Contract P. P. in mit H. J. Blip
Durham And now the Plaintiffs appear by J. N. Durham Esq.
their Attorney and enter their mit. and the Defendant
appears by H. J. Blip Esq. his Attorney and Pleads a
tender to Plaintiff for debt & costs as having been made
Jan. 2. 1857 - of the sum of eight dollars, and brings
the same into Court and said sum is not accepted
by Plaintiff. and said is continued and adjourned
by Consent of parties to the 4th day of February next -
at 10. o'clock in the forenoon at the Office of H. J.
Blip Esq. in the South village of said Adams.
Neither Party. Tender paid to defendant -

Aug. 13. Adams Police Court 1857

No. 3 / Jason White vs Hiram Gray & Co
Contract P. P. in mit-
Robinson Neither party

No. 4 / Edgar M. Brown vs Moss Sanders & Co
Contract on Note copy of in mit
Dunham Defendants Defaulted

Damages

3442

Costs

401 3843

Aug. 14 Execution issued to Plaintiff

25

Jan'y. 13. Adams Police Court 1857
No. 5. S. Lincoln et al vs D. W. McEluain et al
Contract. On Note copy of in mit-
Thayer Continued to Feb'y 3. at 10 o'clock A.M.
✓ Defendants default
Damages 31 25
Costs 492 3617

Feb'y 9 Execution issued to Plaintiff 25-

Jan'y. 20.
No. 6. George Wain- vs E. J. Dyke
Contract. On Note Copy of in mit-
D. & P. Defendant default
Damages 95 76
Costs 529 101.05

Jan'y 22 Execution issued to Plaintiff 25-

Jan. 20. Adams Police Court 1857

No. 7 Mary Tenney vs George Paul
Contract B.P. in mit-
Thayer Arthur Parry

No. 8 David W. McElvain et al vs Albert Hastings
-J Contract B.P. in mit-
Thayer Defendant Defaulted

Damages
Costs

860

302 11 62

Jan. 22 Execution issued D Plaintiff

25

Jan'y 27 Adams Police Court 1857

No. 9. David Trach vs Patrick M. Donnell Trustee
Contract. B. P. in mit Wolcott

Dunham continued to Feby. 10. at 1 o'clock P.M.

Continued to Feby 24 at 1. — —

Feby 24 Defendant & trustee defaulted

Damages 661

Costs 651 1312

March 10 The Plaintiff appears by his attorney & asks for ex-
the Defendant and trustee appear by their Atty.
J. C. Wolcott, and file affidavit - and ask
to have default taken off. and upon said hearing
it is ordered by said Court - that said default be
taken off. and that the sd defendant pays the
Plffs. Costs. and now the trustee makes his ans.
in writing which is on file, it is considered by sd
Court ~~and ordered~~ that he is not a trustee of
of the sd Defendant, and said action is Con-
to March 17 - at 1 o'clock P.M.

March 17 Defendant defaulted

Damages 661

Costs 911 1572

March 19 Execution issued to Plaintiff

25-

Sept. 4 Alias Execution issued to Plff.

25-

July 3. Adams Police Court 1857

No. 10 John W. Howland vs Western R. R. Corporation
Contract B. P. in mit-

Durham Defendants Defaulted

Damages

19 17

Costs

4 35 23 45

July 13 Execution issued to Plaintiff

25

No. 11 William Martin vs. B. Porter Perkins

Contract B. P. in mit-

Thayer Defendant defaulted

Damages

6 00

Costs

3 06 9 06

July 9 Execution issued to Plaintiff

25

Feb 3. Adams Police Court 1857

No. 12 Peter Miller vs Amos Dodge & Trustees
Contract. P. P. in mit

Thayer Defendant defaulted. trustee discharged.

Damages

28 42

Costs

3 38 31 80

Feb 9 Execution issued to Plaintiff

25

No. 13. William King vs Lewis Leonard & Trustees
Contract P. P. in mit

Thayer Defendant defaulted - trustee discharged

Damages

11 38

Costs

3 42 14 80

Feb 9 Execution issued to Plaintiff

25

July 3 Adams Police Court - 1857

No. 14. Henry Latham vs Sew Benton
Contract. B. P. in mit-

Thayer Continued to July 17 - at 10 o'clock Am.

July 17 Defendant defaulted

Damages	570	
Costs	376	946

Mich 10 Execution issued to Plaintiff

25

No. 15. Isaac W. Decker vs Diller Gleason
Contract. B. P. in mit-

Thayer Defendant defaulted

Damages	700	
Costs	298	998

July 13 Execution issued to Plaintiff

25

Feb'y 3. Adams Police Court 1857.

No. 16. John Porter vs Patrick Donohue
Contract.

Thompson

Neither Party

No. 17-

Feb'y 10 Geo. C. Lawrence vs Horace Harrington & Trustees
Contract. B. P. in suit

Dunham

Defendant & Trustees defaulted

July 10. Adams Police Court 1857.

No. 18 Leonard Ames vs Henry Remington & others
Contract. B. P. in mit-
Ames Defendant & others defaulted

No. 19
Thayer vs Hanson Hopkins vs Porter Haskins
Contract. on Note Copy of in mit-
Continued to July 24. at 10. o'clock A.M.
Continued to March 10. " " " " D.P.
Mich. 10 Defendant defaulted

Damages	2631
Costs	462 30 93

From which said judgment the said defendant appeals
to the Court of Common Pleas next to be holden at Leroy on
the fourth Monday of June next, and it is ordered by sd Police
Court that he recognize with sufficient security in the sum of one
hundred dollars to the use of the said Plaintiff to prosecute
his said appeal as the law directs. Order Complied with
Albert Haskins of Clarksville security.

Copies delivered D.P. Off.

Feb 10. Adams Police Court 1857.

No. 20. John A. Doane vs A. S. Robinson
Contract B. P. in mit

Thurs } Continued to Feb 17- at 10 o'clock A.M.
Continued to March 3. " " " "
Continued to May 1 " " " "

May 1 Judgment for Plaintiff

Damages

47 19

Costs

6 36 53 55-

July 17. Adams Police Court - 1857.

No. 21. William E. Hirsch vs Norman Cotton and
Contract B. P. in mit

Wheeler

Dunkham Continued to March 3. at 10 o'clock A.M.

Continued to March 10 " " " "

Neither Party

Feb. 17. Adams Police Court - 1857

No. 22. Michael Barden vs David Carrier David Porter
Contract. B. P. in mit

Whip Continued to March 10. at 10. clock A.M.

Neither Party

Feb 24 Adams Police Court - 1857

No. 23 Henry H. Ingraham & Amos Dodge Trustees
Contract, B. P. in mit Thayer

Dr Porter continued to March 10. at 10:00 clock A.M.

I continued to " 13 " " " water discharged

continued to 17 - - -

noch 17 judgment für Plaintiff

Damages	6438
---------	------

642

From which said judgment the said Hodge appeals to
to the Court of Common Pleas next to be holden at Seneca
in our County of Berkshire on the fourth Monday of
June next. and it is ordered by said Police Court that
he recognize with sufficient surety to the said Plaintiff in
the sum of one hundred dollars to prosecute his said
appeal as the law directs. Order complied with
Andrew J. Houghton of said Adams surety.

✓ *Copris delius* W. D. Giff.

No. 24. Levi N. Whitcomb vs John T. Phelps

Contract On Notes Copies of in mit

Thayer Defendant defaulted

Дамаск

3404

Costs

363 37 67

July 25 Execution issued to Plaintiff

25-

Feb 24. Adams Police Court - 1857

No. 25 Isaac W. Dickson vs Albert Hastings
Contract. P. P. in mit-
Thayer Defendant defaulted

Damages
Costs.

991

302 1293

March 10. Execution issued to Plaintiff

25-

No. 26. Charles Butler vs Milo Chase

Contract P. P. in mit-
Thayer Continued to March 10. at 10. o'clock A.M.
Defendant defaulted

Damages
Costs.

1033

376 1409

March 13 Execution issued to Plaintiff

25-

Feb 24. Adams Police Court 1857

No. 27 Isaac W. Decker et al vs Jerome Starkins
Contract B. P. in mit

Thayer Continued to March 10. at 10 o'clock A.M.
Neither Party

March

March 3

No. 28. Saul F. Browning vs E. P. Bowman
Contract B. P. in mit

Thayer Defendant defaulted

Damages
Costs

16 50
298 19 48

March 10. Execution issued to Plaintiff

25

March 3. Adams Police Court 1857.

No. 29. Thomas A. Brayton vs Margaret Manahy, alias Cotten
Complaint for possession. see Complaint on file

Defendant defaulted

Damages

15 00

Costs

3 03 18 03

March 4 Execution issued to Plaintiff

25

March 10. E. D. Whitaker vs Henry Olds

No. 30. Complaint for possession. See Mit on file

Defendant defaulted

Damages

8 50

Costs

2 44 10 94

April 1 Execution issued to Plaintiff

25

March 10. Adams Police Court 1857

No. 31 Isaac H. Decker vs Oliver Parker
Contract B. P. in mit D.V.P.

Thayer Continued to March 20 - at 10 o'clock A.M.

Continued to April 24 " " " "

Continued " June 19 " " " "

Continued " Augt. 12 " " " "

Continued " Oct. 7 " " " "

Continued " Dec. 1 " " " "

Continued " " 15 " " " "

Continued " " 22 " " " "

Dec. 22 Judgment for Plffs. Damages - 12 64

Costs 97c 22 36

From which said judgment the S. Parker appeals to the Court of Common Pleas next to be holden at Snow in our County of Berkshire on the fourth Monday of February A.D. 1858.

Feb. 9 Debt & Costs paid by said Parker into Court and Paid over to Plffs. aty same day - \$22 36

J. B. Jones Justice

No. 32 Edwin Rogers vs John H. Arnold
Contract B. P. in mit

D.V.P. Continued to March 17 - at 10 o'clock A.M.
Neither Party.

March 10. Adams Police Court 1857.

No. 33. James Easton vs A.B. Darling & trustee
Contract B. P. in mit-

D.P. Continued to Mich. 20 - at 10 o'clock A.M.
Continued to May 1. at 10 o'clock A.M.

May 1 Defendant & trustee defaulted

Damages 1883

Costs 464 2347

May 5 Execution issued to Plaintiff

25

March 17- Adams Police Court 1857-

No. 34 J. D. Robinson assigned as J. S. Willmarth
Contract. B. P. in mit Thayer

D.P. Continued to April 14. at 10.0. clock A.M.

April 14. Judgment for Plaintiff

/	Damages	664
	Costs	642 13 06

April 16 Debt & Costs Paid by Deft. to Plaintiffs Attor. 13 06

March 17

No. 35

Thayer John Porter et al as E. P. Borman

Contract. B. P. in mit-

/ Defendant defaulted

Damages 961

Costs 298 12 59

March 19 Execution issued to Plaintiff

25

March 19. Adams 1857.

D. & P. John Martin of Adams. arrested on
Execution of Peter Ryden of Chatham in
the State of New York dated at Pittsfield
in said County on the seventeenth day of
March A.D. 1857. claims to take the benefit
of the law for the relief of poor debtors and
recognizes with R. D. Hicks as surety in
the sum of fifty four & 25/100 dollars for
his personal appearance before one Just
Bacon Justice of the Police Court of the town
of Adams in said County. and the Police
Court room in said Adams as the place
for the next hearing & examination, April 9. 1857
cents

One day examination	2 00
Taking recognizance &c.	1 00

No. 36

March 24 John Molested vs Daniel B. Staples

Contract B. P. in writ

Dunham Continued and adjourned to April 15. at 10 o'clock
A.M. at the office of Henry J. Bliss Esq. in D. Adams
with the Party

March 24. Adams Police Court 1857.

No. 37. Lydia Risley vs Inhabitants of the town of Cheshire
Contract. B. P. in mit D & P.

Durham continued ~~and adjourned to April 15. at 10 o'clock A.M.~~
/ ~~at the office of Henry J. Phelps Esq. in Adams~~
to April 7. at 10 o'clock A.M.

April 7 Judgment for Plaintiff

Damages 7600

Costs 242410024

From which said judgment against them the
said defendants appeal to the Court of Common
Pleas next to be holden at Snowmire for
the County of Berkshire on the fourth Monday of
June next.

/ Copies delivered D & P.

March 24. Adams Police Court - 1857.

No. 38. Maturaw Ballou Jr. et al vs. Thos. H. Brayton
Thayer Contract. B. P. in writ D.P.
Continued to May 19. at 10 o'clock A.M.
Continued " July 14. " " " " "
Continued " Aug. 18 " " " " "
Neither Party

No. 39.
March 31
Dunham L. J. Follett et al vs. J. C. Holcott et al
Contract. B. P. in writ
Continued to May 12. at 10 o'clock A.M.
Continued to May 26. " " " "
May 26. Judgment for Plff.

Damages	1200
Costs	647 18 47

May 28	Execution issued to Plaintiff	25
Oct 31	" returned wholly unsatisfied	
" "	Alias Ex. issued to Plffs.	25
1858		
Jan. 14	Ex returned wholly unsatisfied	
" "	Alias Ex issued to Plffs.	25
" 15	Ex returned satisfied	

April 3. Adams Police Court 1857.

No. 40 Nchemiah Hodge vs. Dexter Gleason
 Contract. on Note Copy of in mit
 D.P. / continued to April 7. at 10. o'clock A.M. by A.A. Richmond
 Justice of the Peace. in the absence from town of the
 Justice of said Police Court.
 continued to April 21. at 10. o'clock A.M.
 continued to May 5. " " " "
 With party

No. 41

April 7 Isaac H. Decker vs. Ira H. Harris
 Contract. P. P. in mit D.P.

Thayer continued to April 14 - at 10 o'clock A.M.
 continued to April 28 - " " " "
 continued to May 12. " " " "
 continued " July 4 " " " "
 continued " Sept 1 " " " "
 continued " Nov. 24 " " " "
 continued " Dec. 15 " " " "
 continued " Jan. 5/58. " " " "

1858
 Jan. 5

Defendant Defaulter

Damages 2658
 Costs 9223580

Jan. 7 Execution issued to Plff-

25

April 7. Adams Police Court 1857.

No. 42. Solomon E. Peck vs. Albert Darling & Trustees.
Thayer Contract. B. P. in mit

Continued to April 14. at 10 o'clock A.M.

April 14 Trustee discharged. (No. Surin)

J Judgment for Plaintiff

Damages

1242

Costs

384 16 26

April 28 Execution issued to Plaintiff

25

No. 43.

George C. Lawrence vs. A. J. Connor
Dunham Contract on Note Copy of in mit

J Defendant defaulted

Damages

2355

Costs

375 27 30

April 17 Execution issued to Plaintiff

25

April 14. Adams Police Court 1857.

No. 44 George Botter as John C. Wolcott vs
Contract. on Note & account B.P. & Copy of in mit Wolcott

Dunham Continued to April 28. at 10. o'clock A.M.

April 28 Judgment for Plaintiff. Damages 57 50
Costs 6 02 63 52

From which judgment the Defendants appeal to C. C. Pleas met
to be holden at Simsbury in the County of Berkshire on the fourth Monday
of June next. and it is ordered by said Court that they recognize
with surety to the Plaintiff in the sum of one hundred dollars to
to prosecute & appeal as the law directs. & pay all future costs.
John C. Wolcott recognizes for Principal for Defendants. Continued
by consent of parties to May 1. at 10. o'clock A.M. to furnish surety.

May 1 Defendant failed to furnish surety alias July 10. 1858 25

May 2 Execution issued to Plaintiff 25

July 15 " return wholly unsatisfactory (Oct 31. & return wholly unsatisfactory)
alias & issue to Plaintiff. " " alias & issue to Plaintiff. 25

No. 45 Simon W. Hawkes vs Peter Miller

Contract. B. P. in mit

Thayer Continued to April 28. at 10. o'clock A.M.

Continued to May 5. at 10. o'clock A.M.

Continued to May 8. " " " "

Neither Party

April 14. Adams Police Court 1857.

No. 46 N. R. Pierson vs Lucius A. Johnson & Hunter
Contract B. P. in mit

Thurs Continued to April 28. at 10 o'clock A.M.

Continued to May 5. at 10. " "

Continued to May 8 at 10. " "

May 8 Defendant defaulted, Hunter defaulted

Damages 15 00

Certs 9 68 24 68

May 9 Execution issued to Plaintiff

25

April 17

No. 47 John H. Orr vs John H. Kelly

Thurs Contract on note copy of in mit

Defendant Defaulted

Damages

93 56

Certs

3 10 96 66

April 21. Adams Police Court. 1857.

No. 48 Edwin Thayer vs Lucius A. Johnson D. & P.
Contract. And now the Plaintiff comes moves & amends

Thayer his mit. see motion D. & P. in mit

Continued to May 1. At 10 o'clock A.M.

Continued to May 8 " " " "

May 8 Judgment for Plaintiff

Damages

17 50

Costs

8 30 25 80

May 9 Execution issued to Plaintiff

25-

May 20 1862 Ex. returned wholly unsatisfied

May 27 Copy of judgment delivered to P.

No. 49

Thos. Robinson vs Asher S. King
Robinson Contract 1000 Note copy of in mit
Defendant defaulted

Damages

31 12

Costs

3 14 34 26

April 28. Execution issued to Plaintiff

25

April 21. Adams Police Court 1857

No. 50 Geo. W. Bradford et al vs. Whitcomb E. Sampson
Contract. B. P. in mit D.P.

Thayer / Continued to May 1. at 10 o'clock A.M.
Continued to May 8. - - - -
Neither Party

No. 51

Thayer / Isaac H. Decker et al vs. Porter Haskins
Contract. on Note, Copy of in mit
Defendant Defaulted

Damages	11 31	
Costs	3 06	14 37

April 28 Execution issued to Plaintiff

25

April 21. Adams Police Court 1857.

No. 52 James Canton vs. Levi Adams
Contract. B. P. in mit

Thayer Defendant defaulting

Damages

10 47

Costs

2 98 13 45

April 28. Execution issued to Plaintiff

25

No. 53

Isaac H. Decker vs. Levi Adams

Thayer Contract. B. P. in mit

Defendant Defaulting

Damages

2 57

Costs

2 98 5 55

April 28. Execution issued to Plaintiff

25

April 21. Adams Police Court 1857.

No. 54 Fernando C. LeRoy vs. Matheuan Ballou Jr. et al.
Contract. B. P. in mit

Thayer

D.P. Continued to May 1. at 10. o'clock A.M.

May 1 Defendants defaulted

Damages

8 08

Costs

4 30 12 38

May 5 Execution issued to Plaintiff

25

April 28.

No. 55. William Bancroft et al vs. John C. Tucker
Contract. B. P. in mit

Thayer

Robinson Continued to May 12. at 10. o'clock A.M.

Continued to May 19. " " " "

Judgment for Plaintiffs

Damages

35 75

Costs

6 36 42 11

May 22 Execution issued to Plaintiff

25

April 28. Adams Police Court - 1857.

No. 56. Lucy E. Taylor ^{Admin. of the Estate of the Deceased} vs Jonathan Prager
Contract on note copy of in mit

Thayer Defendant - defaulted

Damages

8 68

Costs

3 02 11 70

May 12 Execution issued D Plaintiff

25

No. 57.

John W. Wright vs Sister Royce & Turner
Contract. B. P. in mit. Continued to June - 9. 10. Am. ^{Plaintiff Defaulted.}

And now The Officer comes into Court and moves
to amend his return. See motion on file in mit.

And now it appearing to said Court that at the
time of the service of this mit. The Defendant
was not a resident or inhabitant of this
Commonwealth. Ordered that notice be given to said
Defendant to appear at sd Court on Tuesday the 9th day
of June next at 10. o'clock Am. or his default will be recorded
& judgment thereon rendered agst. him. & that sd notice be given by
mailing in the Post Office at North Adams a true & attested
copy of this order, directed to the said the sd defendant
at Stephentown. State of New York Postage prepaid

14 days before the day of sd. Court

June 9 - Default Defendant

Damages
Costs

67 42

4 47 71 89

July 3 Execution issued D Plff

25

April 28. Adams Police Court 1857.

No. 58 Elbridge N. Miller vs Geo. W. Sherman
Contract. B. P. in mit

Dunham Defendant defaulted

Damages

32 50

✓

Costs

392 26 42

April 30 Execution issued to Plaintiff

25

Augt. 27 Alias Execution " to Plff. in part to mit

13 87

25

No. 59

Elijah Clark vs Norman Cotton & Co
Dunham Contract. B. P. in mit—

Noted

Continued to May 19. at 10. o'clock Am.

May 19. After hearing the parties in this case. it is continued
to May 26. at 10. o'clock Am. for judgment

May 26 Judgment for Plaintiff

Damages

36 87

Costs

774 44 61

May 28 Execution issued to Plaintiff

25

July 26 " returned wholly unsatisfied

Oct. 31 Alias Ex. issued to Plff.

25

Dec. 29 " " returned unsatisfied

1858

July 12 " Ex issued to Plff.

25

May 3. Adams Police Court - 1857.

No. 60 Benj Churchill vs Russell Evans
Contract. B. P. in writ.

Thayer, Defendant defaulted

Damages

2687

Costs

7123389

May 8 Execution issued to Plaintiff

25

No. 61 Ephraim Fisk vs John Ingraham
Contract B. P. in writ

Durham Continued to June 2. at 10 o'clock A.M.

D.W. McElmer

Continued to June 30. " " " "

Continued to July 29. " " " " So. Adams

July 29 Judgment for Plff.

Damages

2000

Costs -

731 2731

From which said judgment said defendant appeals
to the Court of Common Pleas next to be holden at Lemp
in our County of Berkshire on the fourth Monday of
October next - and it is ordered by said Court that he
recognize to the s.d. Plff. with surety in the sum of one
hundred dollars to prosecute his said appeal with
effect and pay all future costs. Order complied with
David H. McElmer for the principal and surety.

Copies Delivered to Plffs atty.

May 12. Adams Police Court 1857.

No 62 Patrick Lamb. vs. John C. Wolcott
Contract B. I. in writ

Dunham Continued to May 26. at 10 o'clock A.M.

May 26 Judgment for Plaintiff

Damages	24 00
Costs	9 32 33 32

From which judgment, the J. Wolcott appeals to the Court of Common Pleas next to be holden at Lanes within the County of Putnam on the fourth Monday of June next. And it is ordered by sd. Police Court that he recognize to the said Plff. with surety in the sum of one hundred Dollars to prosecute sd. appeal as the law directs. and pay all future Costs. Continued to June 2 at 12 o'clock M. to recognize.

June 6. order complied with surety Rufus C. Munn of Chelsea

✓ Copies delivered to Deft.

No 63

Thayer William Martin vs. C. G. Ingraham vs.
Contract on Note Copy of in writ

Continued to May 19. at 10 o'clock A.M.

Defendants defaulted

Damages	30 37 .
Costs	4 30 34 67

May 20 Execution issued to Plaintiff

25-

May 12. Adams Police Court 1857.

No. 64 Ivory Hill v. Albert Haskins
Contract. B. P. in writ

Thayer Defendant defaulted

Damages
Costs

7576

3027898

May 18 Execution issued to Plaintiff

25

" returned wholly unsatisfied

July 21 Alias Ex. issued to Plaff.

25

Alias Execution issued Nov 24 1857

25

No. 65

E. A. Dyke v. Albert Haskins

Thayer Contract B. P. in writ

Defendant defaulted

Damages
Costs

2633

3022935

May 18 Execution issued to Plaintiff

25

1858

Feb 20 Execution returned wholly unsatisfied

" 20 Alias Ex. issued to Plffs.

25

May 12. Adams Police Court 1857.

No. 66 Saml. H. Barning vs Charles Rand
Contract in judgment Copy of in mit

Thayer

Defendant defaulted

Damages

47 47

Costs

298 5045

May 20 Execution issued to Plaintiff

25

May 19-

No. 67 Henry J. Smith vs Inhabitants of Cheshire

Contract on order. Copy of in mit

J. C. Wolcott

Dunham Motion to dismiss. Copy of in mit.

Motion overruled & Dft's order to answer over.

Genl. Answer. Judgment for Plaintiff

Damages

5172

Costs

511 5683

From which said sentence the sd defendants appeal
to the Court of Common Pleas. next to be holden at
Snoth within & for the County of Berkshire on the
fourth Monday of June next.

Copies delivered to Dft.

May 22. Adams Police Court 1857

No. 68. S. Burlingame vs Henry B. Clay
Contract on Note Copy of in mit

Thayer Defendant defendant

Damages

5539

Costs

\$ 14 58 53

May 27 Execution D Plaintiffs

25

Bliss
Benjamin F. Green of Chester in our County of Berks
arrested on mit in favor of Lucinda Wood of said Chester, dated
at Adams in sd County, the 19th day of May A.D. 1857
returnable to the Police of the town of Adams within the sd County,
on the 3 day of June next - at 10 o'clock A.M. is brought before our
Jas Bacon Justice of sd Police Court on the 23rd day of said May,
and signifies to me such Justice as aforesaid that he desires
to take the oath for the relief of poor debtors, and fixes
Monday the 25th day of May aforesaid at 11 o'clock A.M.
and the Police Court room in said Adams as the time
and place for examination; - and also gives St. J. Bliss
Esq. Atty. for the sd Plff. notice of such intention according
to Law. On the 25. day of May A.D. 1857. the sd Green
appears before me such Justice as aforesaid, & the sd Plff.
also appears by her sd Atty. And upon examination
it appears to me the sd Justice that the sd Green is not
entitled to take the oath aforesaid; - it is therefore
considered by me the sd Justice that the oath be refused
& he be remanded into the custody of the Officer.

fee.

Application for sum to arrest

1 00

one day examination

2 00

May 26. Adams Police Court 1857.

69 Henry J. Blip vs O. P. Briggs
Blip Contract B. P. in mit
Nirke Party

70 Ransford Smith vs Sylvester Rice
For possession. see complaint in mit
Note Judgment for Plaintiff
For possession
Darius
Cents

Paige

1 00.

553

653

May 28. Execution issued D Plff.

25

May 26. Adams Police Court 1857.
No. 71 J. J. White vs. Seth D. Maynard
Contract. B. P. in mit.

Dimbaw Defendant defaulted

/

Damages

2526

Certs

3352861

May 28 Execution issued to Plaintiff

25

72 Isaac Stafford vs. Stephen J. Ballou
Robinson Tort. B. P. in mit
Neither Party

May 26. Adams Police Court 1857.

No. 73 John Porter vs. Thomas Barrett & trustee
Contract B. P. in writ

Thayer Defendant defaulted.

Damages

15 67

Costs

441 2008

Judgment against trustee \$17.67

May 28 Execution issued to Plaintiff

25

No. 74 William King vs. Lawrence O'Brien & trustee
Contract B. P. in writ

Thayer Defendant Defaulted

Damages

13 02

Costs

532 1834

Trustee ans. 50¢ or more in his hands -

May 28 Execution issued to Plaintiff

25

May 26. Adams Police Court 1857.

No. 75. James Easton v. G. W. Goodell
Contract. B. P. in mit

Thayer Defendant defaulted

J

Damages

244

Costs

298

542

May 28 Execution issued D Plaintiff

25

No. 76 / Horace A. Sherman v. John S. Flint
Contract. B. P. in mit

Waterman

Thayer Continued to June 9 - at 10 o'clock Am

June 9 Judgment for Plaintiff.

Damages

1300

Costs

596 1896

From which said judgment the said Deft. appeals
to the Court of Common Pleas. next to be holden at Lenox
in our County of Berkshire, on the fourth Monday of June
next, and it is ordered by sd Police Court that he recognize
to the sd Plff. in the sum of one hundred dollars with
sufficient surety to prosecute his sd. appeal with effect
& pay all future Costs. order complies
Andrew J. Waterman of sd. Lenox for the principal &
as surety.

Copies delivered D Deft.

June 3. Adams Police Court 1857.
No. 47. Thomas A. Brayton vs. William Haven
For possession of certain premises described in mit.
Defendant defaulted

June 5.
No. 48 William King vs Patrick Donohy
Contract B.P. in mit.
Thargw continued to June 19. at 10 o'clock A.M.
Defendant. Defaulted

Damages

1491

Costs

376 1864

June 30 Execution issued to Plaintiff

25-

June 5 - Adams Police Court 1857.
 No. 79 Cleaver Ketchum vs Henry R. Black vol
 Contract R. P. in writ
 Thayer Defendant defaulted

Damages	2746
Costs	2983044

June 11 Execution issued to Plff. 25

June 5
 No. 80 James Hunter vol vs. Mason B. Green
 Contract R. P. in writ
 D.P. Defendant defaulted

Damages	418
Costs	3101028

June 11 Execution issued to Plff. 25

June 5. Adams Police Court 1857.

No. 81 Ojias S. Plumb v. Mason B. Green
Contract. P. P. in mit
D.P. Defaulted defendant

Damages

658

Costs

310 968

June 11 Execution issued D.P. Plff.

25-

June 12

No. 82. S. Thayer v. Levi Granger
Thayer Contract. P. P. in mit
Defendant defaulted

June 12-1857. Police Court of Adams.

Asher S. King of Florida in said County is brought before me Just. Peace. Justice of sd Court. arrested in favor of J. Robinson Sen. issued by sd Court and sd. Adams on the 28. day of April A.D. 1857 having ^{caused} the Robinsons at whose suit he is arrested to be notified as the law directs, of his claim to the benefit of the law for the relief of poor debtors:- And now the sd. debtor signifies to me the said Justice that he does not desire to have any time fixed for examination, it is therefore considered & ordered by me said Justice as aforesaid that he recognize with surety to the sd. Robinsons, in the sum of \$600. That he will within 90 days deliver himself up for examination, giving notice to the sd. Robinsons, and make no default at any time fixed for examination & abide the final order of the magistrate thereon. Order complied with Jeremiah Pike of sd Florida surety.

Costs

For hearing application for pass to arrest	1 00	
" One day Examination	2 00	
" Continuance	1 00	4 00

June 13. Adams Police Court 1857

John O. Fisher of said Adams, is brought
before me J. R. Bacon, Justice of said Court
arrested on Execution, in favor of Bancroft
Redfield & Rice of the City of New York, issued
by said Court, and dated at said Adams, on
22. day of May A.D. 1857. having named T.
Robinson, Atty for the said Creditors, to be notified
Robinson according to law that he desires to take the
benefit of the law for the relief of poor debtors
and now the said debtor signifies to me
that he does not desire to have any time fixed
for examination, it is therefore considered by me
the said Justice that he recognizes with surety
in the sum of \$84.72 that he will within 90 days
deliver himself up for examination, and make
no default at any time fixed for examination
and abide the final order of the magistrate thereon -
Order accomplished with
Shepherd Thayer of said Adams, surety.
Costs

For hearing application for power to arrest	1 00	
" One day Examination	2 00	
" Continuance	1 00	4 00

June 16. Adams Police Court 1857.
 No. 83 Charles Blip vs David Leach Durham
 Blip, Contract B. P. in writ
 Continued to July 15. at 10. o'clock AM. A. S. O. P. C. M.
 July 15 Judgment of Plff.
 Damages 1318
 Costs 608 19 2-6

From which said judgment The said Leach appeals to
 the Court of Common Pleas next to be holden at Limerick
 within & for the County of Berkshire on the fourth
 Monday of October next.

June 16. Adams Police Court 1857.

D.H.
N
J

Stephen M. Whipple of said Adams arrested
on writ in favor of Samuel D. Beach of the City,
County & State of New York. arrested at Leroy in said
County of Berkshire the 16. day of June A.D. 1857.
returnable before the Court of Common Pleas within
the said County on the 4. Monday of October next.
is brought before one Joel Bacon Justice of said
Police Court, and signifies to me that he desires to
take the benefit of the law for the relief of poor
debtors. the said Beach appears by Dams & Porter
his attys. and the examination is continued to the
20. inst at 2. o'clock P.M. and it is ordered by me
that the sd Whipple recognize with surety to the said
Beach in the sum of \$600 — for his appearance on
the 20th inst as adjourned for examination ~~going~~
~~to the sd Beach~~ and make not default at that time
fixed & abide the order of the magistrate therein
Obedt Complied with

George W. Bradford of sd Adams surety,
Justice fees.

For hearing application for writ of Habeas	1 00
" One day Examination	2 00
" Continuum & taking recognizance	1 00

June 23. Adams Police Court 1857.

84
Adms Leonard Harris vs. Samuel H. Bonerman
Contract on Note copy of in mit
Continued to July 7. at 10. o'clock A.M. J. Robinson for

July 7 Defendant defaulted
Judgment for Plf. Damages 844
Costs 4.62

From which said judgment the s.d. Defendant appeals
to the Court of Common Pleas next to be holden at Lanes
within & for the County of Berkshire on the fourth Monday
of October next

Copies delivered to Defts Atty's.

No. 85.

John Martin et al vs. Saml. H. Hury & trustees
Robins Contract. B. P. in mit

Defendant & trustees defaulted
Damages 778
Costs 433 12 1 1

June 30 Execution issued to Plaintiff

25

June 30. Adams Police Court. 1857.
 No 86 Ivory Mitt vs. Samuel Hartaway
 Contract P. P. in mit
 Thayer Continued to July 14 at 10 o'clock A.M.
 Continued to Augst. 11. at " " "
 Augst 11 Dft. Defaulted
 Damages — 450
 Costs — 472 922
 Augst 13 Execution issued D Plff. 25

No. 87.
 Star Beach Hotel vs. Wm Manchester
 Thayer Contract. P. P. in mit
 Defendant Defaulted
 Damages 1075
 Costs 529 1604
 July 2 Execution issued D Plaintiff 25

June 30. Adams Police Court 1857.

No. 89 Henry S. Millard vs. W. Amasa Sherman Trustee
Contract. P. P. in mit.

Thayer Defendant defaulted. Trustee comes into Court and says
at the time of the service of the mit-upon him in this action
There was in his hands the sum of sixteen Dollars of the goods
& effects of the d. Defendant & Execution is awarded therefor
accordingly

Damages

11 99

Costs

3 37 15 36

July 2 Execution issued D Plaintiff

25

No. 90 Thomas A. Brayton vs. Johnson Daniels
Forcible Entry. description of premises in mit

Brayton Defendant Defaulted

Judgment for Plff. for premises
charges of suit

3 03

July 2 Execution issued D Plaintiff

25

July 1. Adams Police Court S.V. 1857.

No. Colet & Brown & Son vs. Mark Bond & Trustee.

91 Contract B. P. in mit

Dunham Continued to July 15. at 10. o'clock A.M. by Consent of parties

Continued to July 29. " " " " " " " " " " " "

Continued to Augt 12. " " " " " " " " " " " "

Trustee defaulted

Augt 12 Judgment for Plff.

Damages

37 48

Costs

8 02 45 50

Augt 14 Execution issued to Plff.

25

July 1.

No. 92 John Mole & al vs William Welch & Trustee

Ans. Contract B. P. in mit

Defendant & Trustee defaulted

Damages

23 12

Costs

4 08 27 20

July 3 Execution issued to Plffs

25

July 7. Adams Police Court 1857.

No. 93 Wm. King vs. E. J. Hogan & trustee
Contract B. P. in mit

Thayer Defendant & trustee defendant

Damages

976

Cents

320 129.6

July 10 Execution issued to Plaintiff

25-

July 10

No. 94 William King vs. Jas. H. Mallory & trustee
Contract. B. P. in mit

Thayer Defendant defendant & trustee defendant

Damages

817

Cents

341 1158

July 13 Execution issued to Plff.

25-

Adams July 11. 1857.

D.P.

James Easton of said Adams being brought before me ^{Thos} Jos. & Barn. Justice of The Police Court of the Town of Adams. arrested in due form of law on Mesne Process. at the suit of Geo. Milard and Francis St. Waterbury. and signifying that he does not desire to take the oath for the relief of poor debtors, but that he does desire to take an oath that he does not intend to leave the State, and the creditors being present and waiting notice of the time and place of an examination, but both creditors and debtor now here agreeing upon the Police Court room in the North Village of said Adams, and ten o'clock A.M. of July current for the time and place for said Examination. at said time and place, caused by adjournment to the same place on Tuesday July 14. 1857. at 8 o'clock A.M. The examination of the debtor is had - and now the said Easton does not swear to my satisfaction that he does not intend to leave the State, and the said Easton is therefore remanded into the Custody of the Officer to be further dealt with according to Law, together with my Certificate as required by Law.

Justice Bates

Paied

For hearing application for power to arrest	1 00	
" two days spent in Examination	4 00	5 00

Adams July 11. 1857.

DP.

James Easton of said Adams being brought before me Thayer
Jules & Dawson Justice of the Police Court of the Town
of Adams, arrested in due form of law on Meane process
at the suit of George Millard, and signifying that he
does not desire to take the oath for the relief of poor
debtors, but that he does desire to take an oath that
he does not desire to leave the State - and the Creditor
being present and moving notice of the time and place
for an examination - but both Creditor and debtor now
here agreeing upon the Police Court room in the North village
of said Adams and ten o'clock A.M. of July 13. 1857. for
the time and place for said examination, at said time and
place, and by adjournment to the same place on Tuesday
the 14th of said July at Eight o'clock A.M. The examination
of the Debtor is had - And now the said Easton does not
swear to my satisfaction that he does not intend to leave
the State - and the Easton is therefore remanded into the
Custody of the officer to be further dealt with according to law,
together with my certificate as required by law.

Justice Court
Paid for hearing application for power to arrest 1 00
" Two days spent in examination 4 00 5 00

July 15. Adams Police Court 1857 S.A.

No. 95 George W. Orcutt vs. Luther M. Sherman
Contract. B. P. in mit

Plff. Defendant defaulted

Damages

730

Cents

376 1106

July 20 Execution issued to Plff.

25-

July 24,

No. 96 Thomas M. Brayton vs. Edwin Cherebro & trustees
Contract. B. P. in mit

Defendant defaulted. trustees Discharged by Plff.

Damages

2069

Cents

455 2524

July 27 Execution issued to Plff.

25-

July 29 - Adams Police Court - S.D. 1857.

No. 97 Thomas Gortleyer v. A.C. W. Hathaway
Contract on Note Copy of in mit

Danham

Defendant defaulted

Damages

4 33

Certs

4 09 8 42

July 31 Execution issued D Plff.

25

No. 98

Danham Isaac Collins v. Sarah M. Gordon & Co.
Scire Facias -

Bliss

Motion by Deft. Atty. to dismiss

And upon said Motion after hearing all matters & things
Concerning the same. It is considered by said Court that
the writ in this action ought to be dismissed. and it is
ordered that the Deft. recover against the D. Plff fifty
six Cents for her costs.

Augt. 4. Adams Police Court 1857.

No. 99 Lucius A. Johnson vs. M. Whitecomb & Sampson
Thayer Contract on Note Copy of in mit
Continued to Augt. 11. at 10. o'clock A.M.
Neither Party

No. 100 R. Carpenter vs. M. Elbridge G. White
Thayer Contract. P. P. in mit
Defendant defaulted
Damages 2880
Costs 448 3328

Augt 11 Execution issued to Plff.

Augt 4. Adams Police Court 1857.

No. 101, S. F. Manning vs. L. S. Jaguith
Contract B.P. in mit

Thayer Defendant defaulting

Damages	1 62
Costs	2 98 460

Augt 11 Executions issued to Deft.

25

No. 102 John Lewis Hol vs. Alvin Ingraham

Thayer Contract B. P. in mit

Sayles

Continued to Augt. 11. at 10 o'clock A.M. by Court of Justice

Continued to Augt. 25 " " " " " "

Continued to Augt. 28 " " " " " "

Aug 28 Judgment for Plaintiffs

Damages

8 08

Costs

6 38

From which said judgment against him the said Defendant appeals to the Court of Common Pleas next to be holden at Lenox in & for one County of Berkshire on the fourth Monday of October next and recognizes with sufficient Surety to the said Plaintiff in the Sum of one hundred dollars to prosecute his said appeal as the Law directs and pay all such costs as may arise after the Appeal
Ezra Ingraham of Adams Surety

Copies Del. to Deft. Atty. \$1.50

August 11. Adams Police Court 1857.

N. 103 Norman Cotton vs Henry J. Bennett.
Contract. on Note copy of in mit

Thayer Continued to August 21. At 10 o'clock A.M.

Aug. 21 Judgment for Plff. Damages 17 29
Costs 3 87 21 16

Aug. 22 Execution issued to Plff. 25

August 18.

N. 104 Henry S. Millard et al vs George Gay & Trustees.
Contract. B. P. in mit - on Note copy of in mit -

Thayer, Trustees discharged

Defendant defaulted

Damages 993
Costs 4 54 1447

1858

Aug. 18 Execution issued to Plff. 25

Augst. 18. Adams Police Court. 1857.

No. 105 Calvin T. Sampson v. George Gay & Trustees.
Contract. B. P. in mit-

Thayer Trustees discharged

Defendant defaulted

Damages

28 83

Costs

4 54 33 37

1858

Jan. 18 Execution issued D Plff

25

No. 106 Cornelius Murphy v. Sary Damprey & Trustees
Contract. B. P. in mit-

Thayer Defendant & Trustees defaulted

Damages

7 00

Costs

3 41 10 41

Augst 19 Execution issued D Plff.

25

Augt. 25. Returns Police Court. 1857.

No. 107

Thayer

S. Thayer v. Leonard S. Jagerich.

Contract. on Note & jing. copy of Note in mit

Defendant defaulted

Damages

2576

298 2874

Sept 8 Execution issued to Plff

25

Nov. 7 1858 Ex returned wholly unsatisfied

Feb 4 Alias Ct. issued to Plff.

25

No. 108

Thayer

Geo. W. Bradford v. al. Wm. S. Burton

D.P.

Contract. B. P. in mit

Continued to Sept. 15. at 10 o'clock A.M.

Continued to Nov. 15. at 10 o'clock A.M.

Continued to Jan. 1 1858. " " "

Defendant defaulted

Damages

790

Costs

652 1322

Jan. 15. Execution issued to Plffs.

25

August 26. Adams Police Court S. V. 1857.

No. 109 Geo. C. Lawrence vs James Harrington & trustees.
Contract B. P. in writ

Dunham Defendant & trustee defendant

Damages

10 00

Costs

3 58 13 58

August 27. Execution issued D Peff

25

No. 110 James Donphy vs. Edward Graham & trustees Bliss

Dunham Contract B. P. in writ—

Continued D Sept. 9. at 10. o'clock A.M.

Neither party

August 26. Adams Police Court 1857. Sm.

No. 111 David Seach v. James Adams & trustee
Contract. B. P. in mit
Durham Keith's party

August 28.

No. 112

H. L. Daves. vs. Hiram Richmond
Contract B. P. in mit
J.P.P. Judgment for Plff.

Robinson

Damages
Costs.

1500

952 1852

Paie D Plffs.

Sept. 1. Adams Police Court 1857.

No. 113 J. Robinson vs. M. Centre Dr. School Dir. M. 4.
Contract. B. P. in mit

Thayer

Adjourned Continued to Sept. 8. at 10 o'clock A.M.

Continued to Sept. 22. " " " "

Continued to Oct 23 " " " "

Oct 23. deft. defaulted & judgement for Plaintiff

Damages

30 89

Costs

5 37 36 26

Dec 30 Execution issued to Deft

25

1858

July 15 Execution returned with fifteen dollars recd & ordered upon it - and
wholly unsatisfied as to the remainder -

Nov 25 Alias Execution issued to Deft -

25

Sept 1.

No. 114 William King vs Milo Chase
Thayer Contract. B. P. in mit

Continued to Oct 23.

Continued to Nov 10

Nov 2 Dependent Defaulted

Damages

1 06

Costs

4 72

Execution issued Nov. 25th 1857.

5 78

Sept 1. Adams Police Court. 1857.

No. 115 Rufus Miller v. Denny Whit
Contract on Note Copy of in writ-
Thayer Continued to Sept. 8. at 10. o'clock A.M.

Continued " " 15 " " " "
Continued " " Oct 20th " " "
Continued " " Nov 10 " " "

Nov 10 Dependent Defaulted

Damage 32 48
Cost, 11 38

43 86
25

Nov 17 Execution issued to Plff

No. 116

Thayer Samuel Amielson v. Porter Mitchell
Contract B. P. in writ

Continued to Sept 8. at 10. o'clock A.M.

Sept. 8. Judgment for Plff.

" " " Damages 11. 64
Costs 426. 1590

Paide to Plffs Atty.

Sept 8. James Galligan vs. Albert Haskins
 No. 117 Contract. D. P. in mit-
 continued to Sept. 15. at 10. o'clock AM
 Thayer Continued to Oct 20th. Reopened to Oct. 23rd 1857
 1857. Oct 23. Dependent, Depar lted
) Damage 25 37
 Cost. 9 92

Nov. 25 Execution issued, Nov. 25th 1857. 35 29
 25
 Nov 27
 1858
 Nov 20 Et return wholly unsatisfied
 " 20 Alias ex^{ra} issued to Plff. 25

No. 118
 20th
 Henry Nelson vs. John M. Stanley
 Tort. Robins
 Continued to Sept. 15. at 10. o'clock AM.
) Continued to October 23rd " " " "
 Continued to Oct 30 " " " "
 Continued to Nov 13 " " " "
 Continued to Nov 24 " " " "
 Continued to Nov 27

Nov 30 Judgement for Plaintiff
 Damage 50.00
 Cost 1256 62 56

From which the Defendant
 Appeals to the Court of Common Pleas Next
 to Be holden at Lenox in said County of Berk
 Shire on the fourth Monday of February
 Next. Copies delivered to Deft.
 Paper made

Sept. 8. Adams Police Court 1857.
 No. 119 Michael McGraw vs David O'Hern
 Contract B.P. in writ
 D.P. Murther party

September 15th 1857.
 No. 120 William Manchester vs James James Jr.
 Continued to Sept 22^d at 10 o'clock A.M.
 Thayer Continued to Sept 29th " " " "
 Continued to Oct 6th " " " "
 Continued to Oct 13th " " " "
 Contract B.P. in writ
 Ct A B Def. 4 defaulted

Damages	\$26	08
Costs	6	00 32 68

Oct 15 Execution issued to Plaintiff 25

September 22 Adams Police Court 1857

No 121

Nathaniel Messer, et al. vs. John Pres.

Continued to Oct 6th at 10 o'clock A.M.

Continued " " 13. " " " "

Thayer Contract. B.P. in mt

Oct 13th Deft defaulted

Damages	9	32		
Costs	3	07	17	49

Oct 13 Execution issued to Plaintiffs

25

Sept 22.

No 122

Samuel F. Browning vs Johnson D. Stewart

Continued to Sept 29. at 10 o'clock A.M.

Continued " Oct 6 " " " "

Continued " " 13 " " " "

Thayer Contract.

Oct 13 Deft defaulted

Damages	6	35		
Costs	3	32	12	17

Oct 15 Execution issued to Plaintiffs

25

Sept 22 Adams Police Court 1857

No 123. Simeon W. Hawkes vs Lyman Gannett
Continued to Sept 29 at 10 o'clock A.M.

Continued to Oct 6. " " "

Thayer Continued to Oct 13 " " "
Contract B.P. in writ

Oct 13 Deft defaulted

Damages 13 05
Costs 5 82 18 87

Oct 15 Execution issued to Plaintiff

25

Sept 29.

No 124 Marcus D. Kimball vs Elias D. Dyke

Continued to Oct 6. at 10 o'clock A.M.

Continued " " 13. " " "

Thayer Contract on Note copy of in writ.

Oct 13 deft defaulted.

Damages 36 49
Costs 5 04 41 53

Oct 15 Execution issued to Plaintiff

25

Oct. 23 Adams Police Court 1857

No 125 Barney Colwell vs George Roosevelt and Trustee.
Contract B. P. in writ.

D.P. Continued till Oct 30. at 10 o'clock A.M.

Continued till Nov 13 at 10 - "

Continued till Nov 24 at 10 " "

Contd. to Dec. 1st 1857 at

10 o'clock A.M.

Dec 1 Continued to Dec 15.

Defendant ordered to file answer

Dec. 15 Judgment for Plff. Damages
Costs

451

9101661

Dec. 17 Execution to Plff.

25

Oct 27 Alvin Kiden vs Daniel Keyser

No 126 Contracted Bill 100 P. in Writ

Continued to Nov 10 at 10 O'clock

Defenden Defaulted

Nov 10 - Damage

323

Thayer

Costs

521

844

25

Execution issued Nov. 25th 1857.

Oct 30 Adams Value Court

Nov 27 Samuel F Whitcomb vs George Whitney
Dawes vs Boston on track Trustee.

Continued to Nov 18. with Leave to
file a further Bill. P.

Nov 13 Continued to Nov 24. at 10 O'clock A.M.
Nov. 24th 1857. Def. and Trustee.
Thos Brayton. defaulted.

Damages 30 00
Costs 5 23

Execution issued Nov. 25th 1857.

35 23
25

Nov 3.

Dec 128

Orrin Chelids vs
David Leach

Thayer

Fort

Dunham

Continued to Nov 17

Continued to Nov 24 at 10 O'clock A.M.

Contd to Dec. 8th 1857 at 10 o'clock a.m.

Dec 8 Continued to Dec 15. at 10 o'clock a.m.

Dec 15 Judgment for Plff. Damages \$ 85
Costs 9 66

Appraisal to Court of Common Pleas to be holden
at Leys on the 4th Monday of Feby. next. recognize
with J. N. Dunham surety in \$100 - to prosecute
or appeal & pay all future costs.

Papers made

Copies delivered Dunham

Nov 3 Police Court of Adams

No 129

~~Lynne Moore~~
~~vs~~
David Leach

Test

Dunham

Thayer

Continued till Nov 14.

Continued to Nov 24 at 10 O'clock A.M.

Contd. to Dec 8th 1837. at 10.

o'clock. A.M.

Dec 8 continued to Dec 15. 10 O'clock A.M.

Dec 15 Judgment for Plff. Damages 300
Costs 966

Appealed, D.C.C. P. 14th Monday Feb. next recognizing 10
Plff in \$1000 - Defendant offered to pay all future costs
for J. H. Dunham surety.
Papers made Copies delivered Dunham

Robinson & Son.

Nov 13

No 130

P Donohue vs

C H Kelly

Contract

Thayer

Continued to Nov 24 at 10 O'clock A.M.

Truster Costs Trial & after 66

after 100
\$1.66

Contd. to Friday Nov. 27th

10 o'clock. A.M.

Nov 27 Dependent C H Kelly Deceased

Abial P Butler & Co. Charged

Dam- 34 98
Costs 864

as Trustees on the answer of Abial

P. Butler's

From which judgment the said
A. P. Butler Appeals to Court of Common
Pleas to be Holden at Lenox within and for
the County of Berkshire on the fourth
Monday of February Next

Papers made. Copies delivered P. Plff.

Nov 17 Advers Police Court 1857
 May 31 Jemima ~~Heard~~ By ~~---~~
 C & D Dyke
 Contract
 Continued to Nov 24 - B. P. filed by consent.
 Nov. 24th Cont. to Dec. 8th
 1857, at 10 o'clock. Hall.

8th Per judgement for Defendant
 Damage . 9 92
 Dfts. Costs Nov. 17. Travel 33^c - Costs 4 14 13 91
 " 24th action 3 3
 " " " 3 3
 Travel 3 3
 " " " 3 3
 " " " 3 3
 action " 3 3
 With fees (2.06)
 \$4.04

DEC 15 Execution issued to Dfts.

Dawes & Porter.

Nov 20th Hugh M Galloway
 1857

132

John B Hogan Cont'd to 24.
 S. Thayer for deft. Cont. to Friday the
 27th day of Nov. 1857
 at 10 o'clock A.M.

Nov 27/57

Judgement for Defendant.
 Costs taxed at

\$ 2.50
 Ex. .25

Execution issued for defendant
 Dec. 1st 1857.

Nov. 24th 1857. Adams Police Court.

133

S. Thayer Henry Brown vs Henry L. Ely

S.

def. defaulted

Damage

7 50

lost.

4 12

Execution issued Nov. 25th 1857.

11 62
25

Dames & Porter.

134

Lucy E. Taylor vs Ezra Ingraham.

Ingraham. pro. de.

scf

trial. Judgment for Plaintiff for \$19 12

Damages & Costs taxed at ~~3 76~~

Appealed. Ezra Ingraham as prin.

& Harvey Ingraham as surety,

recognize in the sum of \$50.

27 25 39

~~23 76~~

Paper made Copies. Delivered to Plff.

Nov. 24th 1857. Adams Police Court.

S. Thayer. 135.

Nov 24th William Weber et al vs William P. Bracy
entered this day. By consent of Parties.

(Contd. to Nov. 24th 1857 at 10 o'clock a.m.
Nov 25 Dependent Departed

lost 4 13

Nov 25 Execution issued for Possession
and lost 4 13
25

Dames & Porter.

No. 136. Dexter Gleason

Nov. 24th (1857)

vs
John E Phillips
Contract.

Deft. defaulted
Damage - 22 00
lost 3 46

Execution issued Nov. 25th 1857.

25 46
25

Police Court of Adams

Nov 27th No 137.

1857 Thayer. George W Benjamin et al

vs

Heroin R Smith.

Contract.

Judgment for Plaintiff

Damns

25 41

Cost

3 91

Execution Nov 30. 1857

25

Dec 4th

Shepherd Thayer

No 138

vs

Thayer

Joseph Maddock et al

Contract

Continued one week to Dec. 11th

Continued to Dec. 15. at 10. o'clock A.M.

Dec 15 Defendant defaulted

Damages

4923

Costs

6605583

Dec. 18 Execution issued to Plff.

25

Dec 4th 1857 Adams v. Lee Court

Dec 4 Isaac M. Decker et al

No 139

vs

Thayer Porter Hoskins

J Contract

Continued one week

Dec. 11 Defendant defaulted

Damages

2868

Costs

434 3302

Dec. 16. Execution issued to Plffs

25

Dec 8 Charles Butler

No 140

vs

Thayer Tylor & McFarlen et al Trustees

1858. J Continued to Friday Jan'y 29th 1857

Jan'y 29 continued to March 13. at 10 o'clock A.M.

Neither Party

Dec 4th 1857 Plea Court at Albany

Dec 8 G B Mallory et al

No 141 vs

Thayer Moturine Bellow for et al
Judgement for Plaintiff

Damages 45 35

Costs 4 99

Execution Dec 14 / 57 25

No. 142

Dec 15

Thayer Adams F. J. Co. vs. Daniel B. Brown
Contract. B. P. See Note Copy of in mit—
Defendant defaulting

Damages 9 21

Costs 342 12 63

Dec 18 Execution issued to Plff

25

Dec. 15 Adams Police Court. 1857

No. 143 Adams W. F. D. Co. v. Edwin Bonney Robinson Sen
Contract B. P. in mit

Thayer Continued to ~~Dec~~ 29 at 10 o'clock A.M. Deft
order to file answer by 22nd.

Dec. 29 Defendant Defaulted

Damages 10 47

Costs 4 60 15 07

From which judgment the Deft appeals to C. C. P. next
to be holden in Senot on the 4th Monday of Feby. next.

Thomas Robinson recognises as principal & surety to the Plffs
in the sum of \$100 - to prosecute & d. appeal & pay all
Costs that arise after the appeal order that Deft
have until the 31st inst to find surety.

papers made Copies Delivered to Plffs.

Dec. 15

No. 144 Adams Fin. S. Co. v. Jas. A. Eldridge
Contract B. P. in mit

Thayer Defendant Defaulted

Damages 6 72

Costs 2 94 9 66

Dec. 18 Execution issued to Plffs.

25

Dec. 15. Adams Police Court 1857.

W. 145 C. J. Sampson vs. R. B. Hayden & trustee

Contract. on note copy of in suit

Thayer Continued to Jan. 5. 1858. \$20 - in hands of trustee

And now it appearing to sd. Court that sd. Deft at the time of the service of this writ - was not an inhabitant or resident of this Commonwealth; - Ordered that notice be given

sd. Deft to appear at sd. Court on the 5th Day of Jan 1858 at 10 o'clock or his default will be recorded & judgment

thereof rendered against him, and that sd. Notice be given by mailing a true & attested copy of this order, directed

to sd. Deft at Volant State of New York fourteen days at least before the day of sd. Court.

Jan. 5 Defendant defaulted.	Damages.	6562
	Costs	489 70 51

Jan. 7 Execution issued to Plff. 25

Dec. 15.

W. 146

R. R. Briggs vs. Geo. Roulet & trustee

Contract. on Ex. Ex. in suit

J. W. Porter Judgment for Plaintiff. Trustee discharged. D. 200

Damages	9279
Costs	8354 114

Dec 18. Execution issued to Plff. 25

Dec. 29 Adams Police Court 1857.

No. 149 Russell Harrington vs. John Gore
For possession of certain premises described in writ.
Thayer Defendant defaulted
Costs 3 1/2

Dec. 31 Execution issued to Plff.

25

Jan. 1. 1858

Adams Police Court 1858

No. 1 Hugh M. Gallaway vs. John B. Hogan
Dob. For possession described in writ Thayer
Continued to Jan. 8. at 10. o'clock A.M. by consent of parties
Continued to Jan. 15. at 10. o'clock A.M. " " "
Continued at Jan. 29. " " " " " " "
Continued at Feb. 2. " " " " " " "
Feb. 2 Judgment for Plff. for possession and for cost of suit
Costs 6 1/2

Feb. 4 Ct issued to Plff.

25

Jan. 5. Adams Police Court 1858.

N. 2. Henry N. Mills. vs. Charles B. Penniman and

Thayer Contract, on Note Copy of in mit-
Defendant defaulted

Damages

62.63

Costs

374 637

Jan. 7. Execution issued to Plff.

25

Jan. 5.

N. 3.

D.P.

Jane A. Cady vs. Asa Barber

Contract. B. P. in mit.

Thayer

Continued to Jan. 12. at 10 o'clock A.M.

Continued to July. 15. at 10 o'clock A.M.

Jan. 15 judgment for Plff.

Damages

1628

Costs

504

From which said judgment against him the said Barber appeals to the Court of Common Pleas, next to be holden at Exeter in and for our County of Berks, on the fourth Monday of February next.

Settled

July 8. Adams Police Court 1858.

M.4 Charles B. Clark vs. David S. Simons & Trustee Thayer.
Contract. D. P. in mit

D.P. Continued to July 15. at 10. o'clock A.M. with leave to file answer

July 15 Judgment for Plff. Trustee defaulted

Damages	12 74
Costs	4 77 17 51

July 16 Execution issued to Plff.

25-

July 12

M.5. John F. Arnold assign vs. David Roberts
Contract. ordered to file D.P. within one week D.P.

Thorp Continued to July 19. at 10. o'clock A.M. By Consent of parties
with leave to file answer

Continued to July 26. at 10. o'clock A.M.

Neither party

Jan'y 12. Adams Police Court 1858
 No. 6. Isaac H. Decker vs. Daniel Roberts J.P.
 Contract. P. P. in mit
 Thayer Continued to Jan'y 19 at 10 o'clock A.M.
 with leave to file answer.
 Continued to Jan'y 26 at 10 o'clock A.M.
 Jan'y 26 Defendant defaulted
 Damages 27 20
 Costs 4 54

From which said judgment against him the said
 Roberts. appeals to the Court of Common Pleas next
 to be holden at Seneca within and for the County of
 Berkshire on the fourth Monday of February next.
 and recognizes to the use of the said Plff. with
 Addison J. Ray of said Adams, as surety in the
 sum of fifty dollars, to prosecute his said
 appeal with effect, and pay all such costs as
 arise after the appeal. Papers made

Jan'y 12 Copies delivered to Plff.

No. 7.

Thayer William Hubber vs. William Bracy
 For possession of certain premises described, in mit-
 Defendant defaulted
 Judgment for possession and for
 Damages 5 45
 Costs 4 14 9 89

Jan'y 14 Execution issued to Plffs.

25

Jan'y 13. Adams Police Court at S.O. 1858.

No. 8 } Joseph Edmunds vs. John Waters Nip
Contract B. P. in mit

Dunham Continued to Jan'y 27. at 10 o'clock A.M. by consent of parties

Jan'y 27. Judgment for Deft. for costs.

Jan'y 13. Trans - - - " 33

Attendance " 33

Jan'y 27. Trans " 33

Attendance " 33 1 3 2

Witness fees see certificate on file

1 56
\$ 2 8 8

S.O.
No. 9. Jas. M. Bonker vs. Elliott Cornell & trustee.

Dunham Contract on judgment Sayles

Continued to Jan'y 27. at 10 o'clock A.M. by consent of parties

Jan'y 27 And now the said trustee comes into Court and submits himself to an examination on oath; whereupon he was discharged as trustee of said Deft. and it is considered by said Court that the said trustee recover his costs of the said Deft. taxed as follows.

Trans	\$ 16	
Attendance	" 33	
Examination	1.00	1.49
Defendant default		25
Damages		46 41
Costs		4 94 51 3 5

Jan'y 29 Execution issued to Plff. 25

Jan. 15. Adams Police Court 1858.
No. 10. Isaac H. Decker vs. Eben Porter
Contract B. P. in mit
Player Defendant defaulted

Damages	11 98
Costs	2 98 14 96

Jan. 19 Execution issued D Plff. 25-

Jan. 22

No. 11 S. Thayer vs. Alexander Neeth
Contract B. P. in mit.

Player) Continued to Jan. 29. at 10 o'clock A.M.
Continued to Feb. 5. " " " "

Feb. 5 Judgment for Plff.

Damage	10 50
Costs	5 28 15 78

Feb. 8 Ex. issued D Plff. 25-

Jan'y. 27. Adams. Police Court. 1858. S. V.

No. 12

Burham

David Leach v. Samuel Wilson & Trustee

Sayles

Contract. B. P. in mit

Charles Mark Trustee comes into Court and makes and signs his written answer, as by answer on file appears.

In hands of Trustee \$10.00

Continued as to Dft. to Feb'y 10. at 10. Clock A.M. by consent of parties

Continued " " " " March 10. " " " " " "

Continued " " " " " 24 " " " " " "

Mich. 24 Trustee on leave of Court amends his answer

Amount in hands of Trustee \$4.66

Judgment for Plff.

Damages

8 46

Certs

5 96 14 42

Mich 26 Execution issued to Plff.

25

Feb'y. 2.

No. 13

Burham

Henry D. Smith v. Inhabitants of Cheshire

Contract. on Court order Copy of in mit - Defendants default

Continued to Feb'y. 10. at P. C. R. S. Village at 10. o'clock A.M.

Feb'y 10. Default taken of. and Trial. Judgment for Plff.

Damages

52 23

Certs.

6 19

From which said judgment the said Dft. appeal to the Court of Common Pleas next to be holden at Exeter within & for the County of Berkshire on the fourth Monday of February current.

Copies sent L. J. Cole at his request

July 5. Adams Police Court 1858.

No. 14. Adams. M. G. Ins. Co. vs. Peter Dooley Robinson
Contract on note Copy of in mit

Thayer Continued at July 19. at 10. o'clock A.M. Court of parties

July 19 Defendant defaulted

Damages	11 56
Costs	4 36
	15 92

July 20 Ex issued to Plff.

25

July 9 Charles Mallory vs. Jannis N. Dunham

No. 15 Contract B. P. in mit.

Thayer

Continued at July 16. at 10. o'clock A.M.

July 16 Judgment for Defendant for costs

Defts Bill of Costs Trand 66

Attendants 33

Trand 66

Attendants 33 / 198

July 9. Adams Police Court 1858

Porter Mitchell vs. Whitcomb C. Sampson

No. 16. Contract. B. P. in mit.

Thayer Continued to July 23. at 10. o'clock A.M. Consent of parties

Continued to August 2. " " " " " " " "

Mo. 3 Defendant defaulted

Damages

1003

Costs

404 14 09

Mo. 23 Execution issued to Plff.

25

No. 17

Geo. Mallory vs. John Holden et al

Petition. Copy of in mit.

D. P.

And now the Plff. comes & moves to amend his mit.

see motion on file with mit. - Motion sustained -

Continued to July 23 at 10. o'clock A.M. by Consent of parties
Neither Party.

July 10. Adams Police Court. 1858. S.

No. 18. Isaac Ross vs. John R. Smith.)
Bk. Contract B. P. in mit — and filed)
Continued to March 10. at 10. o'clock A.M. Consent of parties

March 10 judgment for Plff.

Damages	5 80	
Costs	4 76	10 56

March 12 Execution issued to Plff.

25-

No. 19

Bk. Noah Shephardson vs. Michael Picket & trustee
Contract. B. P. in mit

Defendant & trustee defaulted

Damages	13 00	
Costs	4 32	17 32

July 12 Ex. issued to Plff.

25-

July 16. Adams Police Court. 1858.

No. 20
Dane

David H. McElvain vs. George Edwards
Contract on Note Copy of in mit
Defendant defaulted

Sayles

Damages

41 66

Costs

3 42 45 08

From which said judgment the said Deft. appeals to
the Court of Common Pleas next to be holden at Seneca
in our County of Berkshire on the fourth Monday of
July current. F. C. Sayles Esq. of said Adams recognizs
for the said Deft. and ^{Chas. H. Mank} as surety to the said Plff. in
the sum of fifty dollars to prosecute said appeal
and pay all future costs.

Copies delivered to Deft. Atty.

July 23
7

A. T. Sumner vs. Asa Sawyer

No. 21

Contract. D. P. in mit

Thayer

Robinson Continued to the twentieth day of March next at 10.00 A.M.
Order of Notice to Deft. issued -

Continued to March 30. at 10.00 clock A.M.

Continued to April 13. " " " "

Continued to April 20. " " " "

April 20 judgment for Plff.

Damages

30 13

Costs

6 60

From which said judgment the said Deft. appeals
to the Court of Common Pleas next to be holden at
Seneca in our County of Berkshire on the fourth
Monday of June next. S. Thayer of Adams recognizs
for the Deft. and as surety in one hundred dollars to
prosecute said appeal with effect and pay all
such costs as arise after the appeal

Copies delivered to S. Thayer Deft. Atty.

Feb. 23. Adams Police Court 1858.

No. 24

J. A. Gady v. J. P. Temple

D.P.

Contract on note copy of in writ

Robinson

Continued to March 16 at 10 o'clock A.M.

Continued to March 30. " " " "

March 30 judgment for Defendant for costs taxed as follows.

to wit:

Feb. 23	Trans & Attender	" 66
March 16	" " "	" 66
" 30	" " "	" 66
" "	Witness fees	4.00
" "	Summons & Service	" 98
		<u>\$7.02</u>

From which said judgment against him the said Plff. appeals to the Court of Common Pleas next to be holden at Senot within and for said County of Berkshire on the fourth Monday of June next.

Copies delivered to Drft.

No. 25

John Porter v. Albert Harkins

Contract B. P. in writ

Thayer

Defendant defaulted

Damages

7 05

Costs

3 02 10 07

Feb. 25 Ex. issued to Plff.

25

Feb. 23. Adams Police Court 1858.

No. 26 J. H. Arnold et al vs C. Porter & Trustees
Contract - B. P. in mit.

D. P.

Thurs Continued to March 9. at 10. o'clock A.M. N. W. Richardson was for -

Mar. 9 Judgment for Plffs. against Def. & Trustees. Under award 3371

Damages -

2776

Costs -

478 3254

Trusts Costs -

133 133.

33387

Mar 12 Execution issued D Plffs.

25

No. 27 James Hunter et al vs Isaac Rob.

D. P.

Contract - B. P. in mit.

Thurs Continued to March 9 at 10. o'clock A.M.

Mar 9 Defendant defaulted

Damages

884

Costs

396 1280

From which said judgment against him the said Rob. appeals
to the Court of C. C. P. next to be holden at Seneca in the
County of Berkshire on the fourth Monday of June next - and
it is ordered that he recognize with surety to the Plffs. in the sum of one
hundred dollars. To prosecute said appeal with effect & pay all
such costs as may arise after the appeal, and that he have until the
13th day of March current to furnish surety - Plffs. main surety
Copies Delivered to Def.

Feb. 24 Adams Police Court 1858. S.C.

No. 28. Franklin Alger vs. Moses Sanders

Contract. On copy of in mit

Muhaw Defendant defaulted

Damages.

21 06

Costs.

4 75 25 81

Feb. 26 Execution issued D Plff.

25-

No. 29. Ephraim Fisk vs. Coreyden H. Dobbins

Contract. B. P. in mit

Wip

Muhaw Continued D March next the 10th at 10. o. M. H. W. court of parties

Continued D March 24. without costs for Plff. This day.

Mich 24 judgement for Plff. for costs. Wip fees

4 64

3 Trans & return 66^{cts} each

1 98

6 62

Mich 30 Execution issued D Plff. for costs

25

March 2. Adams Police Court - 1858.

No. 30 / William Downey vs. North Adams Iron Co. D.P.P.
Contract. B. P. in mit

March 9 Continued to March 9. at 10. o'clock A.M.

March 9. Defendants defaulted

Damages	21 00
Costs	4 79 25 79

From which said judgment against them the sd. Dfts. appeal
to the Court of C. C. P. next to be holden at Lenox in our County
of Berkshire on the fourth Monday of June next - and it is
ordered - by said Police Court that they recognize the sd. Plffs.
with surety in the sum of one hundred dollars to prosecute
said appeal with effect and pay all such costs as may
arise after the appeal - and that they have until the 13th
day of March current to furnish surety -
order complied with J. E. Marshall principal. Geo. Crawford County
Clerk delivered to Plffs. Atty.

March 5. 1858.

No. 31 / William Stiny vs. North Adams Iron Company D.P.P.
Contract. B. P. in mit

March 9 Continued to March 9. at 10. o'clock A.M.

March 9 Defendants defaulted

Damages	43 24
Costs	4 11 47 25

From which said judgment against them the sd. Dfts.
appeal to the Court of C. C. P. next to be holden at Lenox
within & for our County of Berkshire on the fourth Monday of
June next - and it is ordered by sd. Police Court that they
recognize with surety to the sd. Plffs. in the sum of one hundred
dollars to prosecute said appeal with effect - and pay all such
costs as may arise after the appeal, and that they have until
the 13th day of March current to furnish surety -

March 13 Plff. maines sureties

Copies delivered to Plffs. Atty.

March 5. Adams Police Court 1858.

No. 32 Joseph N. Chapin vs. N. H. Iron Company
Contract. P. P. in mit

D.P.

Thayer Continued to March 9. at 10. o'clock A.M.

March 9 Deft. defaulted - judgment for Plff.

Damages -

75 02

Costs -

4 01 79 03

From which said judgment against them the sd Deft. appeal
to the Court of C. C. P. next to be holden at Seneca in & for our
County of Berkshire on the fourth Monday of June next -
and it is ordered by sd Police Court that they recognize
with surety to the sd Plff. in the sum of one hundred
dollars to prosecute said appeal with effect - and pay
all such costs as may arise after the appeal - and
that they have until the 13th day of March current to
furnish surety - Plff. mains surety -

Copies delivered

No. 33 Edmund Southwick vs. N. H. Iron Company
Contract. P. P. in mit

D.P.

Thayer Continued to March 9. at 10. o'clock A.M.

March 9 Deft. defaulted. judgment for Plff.

Damages

87 68

Costs

4 01

From which said judgment against them the sd Deft. appeal
to the Court of C. C. P. next to be holden at Seneca in & for
our County of Berkshire on the fourth Monday of June
next - and it is ordered by said Police Court that they
recognize with surety to the sd Plff. in the sum of one
hundred to prosecute said appeal with effect - and
pay all such costs as may arise after the appeal
and that they have until the 13th day of March
current to furnish surety Plff. mains surety

Copies delivered

March 10. Adams Police Court - S. Village 1858.

No 34) Dallas J. Deau vs. Jacob Smiley & Trustees
Contract -
Dunham Neither Party

No 35 R. C. Brown et al vs. David B. Brown & Trustee
Dup / Contract. B. B. in mit Dunham
Continued 10 March 24. at 10 o'clock A.M.
Mch 24 Trustee Defaulted
Judgment for Plffs for twenty Dollars Debt or damages
without Costs. by agreement of parties.
Damages 20 00

Mch 26 Execution issued to Plffs.

25

March 12. Adams Police Court 1858.

No. 36/ Michael Galligan vs. John Gore
D.P. Complaint for possession. Description in writ.
Defendant defaulted.
Judgment for Plff. for possession & Costs.
Costs. 3 15

March 15 Execution issued to Plff. 25

No. 37/ George S. Millard vs. Barnard Colwell & Trustees
Contract. B. P. in writ D.P.
Thurs Continued to March 20. at ten o'clock A.M.
Order of Notice to Deft. issued
Mch. 30 Judgment for Plff.
Damages 9 27
Costs. 4 45 13. 72
436 In hands of Trustees. \$4.36

Mch 31 Execution issued to Plff. 25

March 12. Adams Police Court 1858.

No. 38. ~~John~~ ~~Hebbes~~ ~~vs.~~ William Tracy ~~vs.~~
Thayer/ Complaint for possession — prose
Continued to March 16. at 10. o'clock A.M.

Mar. 16 Judgment for Plff. for possession & Costs
Costs

4 80

Mar. 18 Execution issued to Plff.

25-

Mar 16.

No. 39 A. O. Dodge vs. Inhabitants of the Town of Adams.
Contract on order copy of the suit

D.P./ Defendants defaulted

Damages — 4275
Costs — 338 4613

Mar 19 Execution issued to Plff.

25-

March 16. Adams Police Court 1858.

No. 40 } Russell Niles vs. Brownel Niles

Contract B. P. in writ

Robinson

D.P. Continued to March 23. at 10 o'clock A.M.

March 23 Judgment for Plff.

Damages

10 00

Costs

5 17

From which said judgment against him the said defendant appeals to the Court of Common Pleas next to be holden at Seneca within and for our County of Berkshire on the fourth Monday of June next - and recognizes with sufficient surety to prosecute his said appeal & pay all such costs as may arise after the appeal.

Remands C. L. Roy of said Adams surety,
Copies delivered to

March 23.

No. 41 Inhabitants of Savoy vs. Geo B. Barker

Complaint for possession

Sagles

Durham Continued to March 24. at South Village

March 24 Continued to April 7. at 10 o'clock A.M. Consent

April 7 Defendant defaulted

Damages

20 00

Costs

6 79 26 79

From which said sentence the sd Deft. appeals to the Court of Common Pleas. next to be holden at Seneca within & for our County of Berkshire on the fourth Monday of June next. And it is ordered by sd. Police Court that the sd Deft. recognize with sufficient surety in the sum of two hundred dollars to the use of the sd Plff. to prosecute his said appeal with effect - all such costs & rents intervening rents and damages, and that said surety be procured in or before the 14th day of April current.

April 14 And now the Deft. aforesaid does not appear but makes default

" 15 Execution issued to Plff.

March 23. Adams Police Court 1858

No. 42 } C. T. Sampson vs. Levi Grainger
Thayer Contact B. P. in mit
Kithen party.

No. 43 } Geo. S. Millard vs. Wm. D. Jenkins and Allen
Thayer Contact B. P. in mit
Kithen party

March 23. Adams Police Court 1858

No. 44 Carl Clarke vs. James E. Marshall
Contract B. P. in writ

Thayer Defendant defaulted

Damages	22	83
Costs	3	23 2606

From which judgment against him the said Defendant appeals to the Court of Common Pleas next to be holden at Lenox within & for our County of Berkshire on the fourth Monday of June next - and it is ordered by said Police Court that the said Deft. recognize in the sum of fifty Dollars to prosecute said appeal with effect and pay all such costs as may arise after the appeal.

March 25 Said Defendant refuses to comply with said order whereupon it is ordered by said Police Court that Execution be awarded to the s^d Plff. against the s^d Deft.

Ind. 25 Execution issued accordingly to the Plff.

No. 45 Patrick Whalen vs. Thomas Baker

Thayer Contract B. P. in writ

Defendant defaulted judgment for Plff.

Damages	25	74
Costs	2	98 2872

March 25 Execution issued to Plff.

March 23. Adams Police Court - 1858.

N. 46 / James M. Peak vs. Inhabitants of Clarksburg
Contract on Town Order Copy of in mit.

D.P. Continued to March 30. at 10 o'clock A.M.
Continued to April 6. " " " "
Neither party

N. 47 / Inhabitants of Clarksburg vs. Abner Anthony
In an action of Tort
Robinson Neither party

March 30. Adams Police Court 1858.

No. 48 / Joseph D. Clark vs. Edwin F. Jones
Complaint for possession of certain premises described in writ
Thayer Defendant defaulted

Costs 8 15

April 1 Execution issued D. Plff.

25

No. 49 / N. G. Hathaway vs. Albert Haskins
Contract. B. P. in writ
Thayer Defendant defaulted

Damages

33 98

Costs

3 14 34 12

April 1 Execution issued D. Plff.

25

Nov. 9 Alias Execution issued D. Plff. for whole amt.

25

March 30. Adams Police Court 1858

No. 50 / Peter Colwell vs. Theodore Adriaens & trustee
Contract. B. P. in mit

Thayer Defendant & trustee defendant

Damages 19 35

Costs 3 61 2296

April 1 Execution issued to Plff.

28

/ April 2 Adams Police Court 1858.

No. 51 Henry S. Norland et al vs. Theodore Adriaens & trustee
Contract. B. P. in mit.

Robinson Neither party

April 3. Adams Police Court 1858.

No. 52 J. C. Robinson v. North Adams Iron Company
Contract. B. Pine mt.

Player Defendants Defaulted

Damages

\$1 54

Costs

3 23 54 77

April 5 Execution issued D Plff.

25

No. 53 April 6. Adams Police Court 1858.

Calvin Brown v. Ira H. Davis & trustee

Contract. on judgment.

~~Continued to today~~ at 10. o'clock A.M.

And now it appearing to said Court at the time of the service of the writ in this action that the Deft. was not an inhabitant or resident of this Commonwealth; ordered that notice be given to said deft. at sd Court at a Court to be holden on the Eleventh day of May next at 10. o'clock A.M. or his default will be recorded & judgment thereof rendered against him; and that sd notice be given by mailing an attested copy of this order, in the P. O. at sd Adams (postage prepaid) directed to the sd Deft. at Rochester in the State of New York 14 days at least before said 11th day of May.

May 11 Defendant defaulted

April 7. Adams Police Court 1858

No. 54 } Ephraim J. Walker v. Calvin Ginn
Mip } Contract in note copy of in mit
Defendant defaulted

Damages

20 69

Costs

43 25 06

April 9 Execution issued D Peff-

25-

No. 55 } Franklin Alger v. Albert H. Wells & trustee
Contract - B. P. in mit

Ship } Defendant defaulted, trustee discharged. mit costs.

Damages

Costs.

April 13. Adams Police Court 1858.

No. 56 Roger Flood vs. Almira Smith
Complaint for possession
Thayer Defendant Defaulted

No. 57 J. T. Simmons vs. Lyndeen Keith
Contract on note copy of in mit
Thayer Continued to April 27. at 10. o'clock A.M.
April 27 Defendant defaulted

Damages	41 91
Costs	8 62 50 53

April 30 Execution issued to Plff. 25

Nov. 9 Alias Execution issued to Plff. whole amt. 25

April 13. Adams Police Court 1858.

No. 58. Mark Mahoe vs Sam Noland
for Paid Port. Defendant defaulting
Robinson judgment for Plff.

Damages -	100 00
Costs -	11 10 111 10

April 15 Execution issued to Plff.

25

No. 59. Daniel Gore vs Jas. Stafford & trustee
Contract

D.P.

Robinson Motion to dismiss filed in this action by Dams & Porter
Atty. for the Def. (see motion on file) after hearing all
matters and things concerning the same. It appears to said
Court that this action should be dismissed, it is therefore
considered by said Police Court that this action be dismissed
and that the said Def. recover his costs of the D. Plff.

Costs.

Travel	33
Attendance	33 66

✓
April 16 Execution issued to Def.

25

April 13. Adams Police Court 1858

No. 60 J. F. Simmons vs. Stephen Bacon
Contract on note copy of in mit

Thayer Continued to April 27. at 10. o'clock A.M.

April 27 Defendant defaulted

Damages

25 46

Costs

8 74 34 20

April 30 Execution issued D Plff.

25

No. 61 Simson W. Hawkes vs. Syander Keith
Contract B. P. in mit

Dewey

Thayer Continued to April 27. at 10. o'clock A.M.

April 27 Defendant defaulted

Damages

22 46

Costs

4 00 26 46

April 30 Execution issued D Plff.

25

April 13. Adams Police Court 1858.

No. 62) J. Lewis vs Alamo Lott
Contract - P. P. in mit
Thayer Defendant defaulted

Damages
Costs

4 25

3 22

7 47

April 15 Execution issued D P. P.

25-

April 16. 1858.

No. 63 Ezra D. Whitaker vs Michael O. Thier
D. P. Complaint for possession of land
Defendant Defaulted

Costs

3 15

3 15

April 22 Execution issued D P. P.

25-

May 4. Adams Police Court 1858.

No. 64 James Hunter et al vs. Jas. A. Eldridge
Contract B. P. in suit

Thayer Continued to May 18th at 10 o'clock A.M.

Continued to July 6. " " " "
Continued to Augt. 3^d " " " "

Augt. 3 Defendant defaulted

Damages

29 54

Costs

5 72 3526

Oct. 4 Execution issued to Peffs.

25

No. 65 James Hunter et al vs. Henry L. Cuy
Contract. B. P. in suit

Thayer Continued to May 18. at 10 o'clock A.M.

May 18 Defendant defaulted

Damages

18 98

Costs

3 92 2290

May 19 Execution issued to Peffs.
& return wholly unsatisfied

25

Dec. 31 Alias Ex issued to Peffs

25

May 7 Adams Police Court 1858.

No. 66. James B. Naughton v. Berij H. Cook
+ Contract. on Note copy of in writ
Thayer. Continued to May. 14. at 10. o'clock A.M.
Neither Party

No. 67 Simon H. Harkness v. Lewis Cook

Thayer / Contract. B. P. in writ
Continued to May. 14. at 10. o'clock A.M.

May 14 Judgment for Plff.	Damages	1208
	Costs	426 16 34

May 18 Execution issued to Plff.

May 7. Adams. Police Court 1858.

No. 68 / ~~Simon~~ ~~5th~~ Hawkes v. Gen Stone
Contract.

Thayer Continued to May 14. at 10. o'clock A.M.
Neither Party

No. 69 / Ivory Hill v. Isaac Hathaway
Thayer Contract - B. P. in writ. Judgment & Note. Copy of Note in mit.
Continued to May 14. at 10. o'clock A.M.
Defendant defaulted

Damages	25 59
Costs	3 84 2943

May 18 Execution issued D Plff.

25

Adams Police Court May 7. 1858.

No. 70 George Mallory v. Benj. H. Robinson D.P.P.
Contract. B. P. in mit-

Thayer Continued to May 14. at 10. o'clock A.M.

May 14 The Deft. appears by his said Atty. and files answer and account in set-off.

Continued to May 28. at 10. o'clock A.M. by consent of parties

May 28 Judgment for Defendant

	Damages	"	66	
306	Costs	2 52	3 18	

June 22 Execution issued to Deft.

25

No. 71

Orson Childs v. David Leach Dunham
Thayer Contract. B. P. in mit-

Continued to May 14. at 10. o'clock A.M.

May 14 The Deft. appears by his said Atty. and files a motion to dismiss this action. Motion on file, and upon the motion after hearing all the matters and things concerning the same. It appears to sd Court that this action should be dismissed. It is therefore considered by sd Court that this action be dismissed and that the sd Deft. recover against the sd Plff. his costs of suit taxed as follows. To wit:

Two Teams 12 miles each	1 32
Two days attendance	" 66 1 98

May. 7. Adams Police Court 1858.

No. 72. Lucy J. Mors v. David Seach Dunham
Contract. B. P. in mit

Thayer Continued to May 14. at 10. o'clock A.M.

May 14. Drft. ~~appears~~ by his S. D. Atty. and files a motion
to dismiss this action. motion on file after
hearing all matters and things concerning the
same. It appears to said Court that this action
should be dismissed. It is therefore considered
by S. D. Court that this action be dismissed and
that the said Drft. recover his costs of suit
of the said Drft. Taxes as follows: Dit.

Two Tracts 12 miles each —

1 32

Two days attendance —

" 66 1 98

No. 73

May 18. Justin Tower v. Simon W. Hawks
Contract. on Note Copy of in mit

Thayer

D.P. Continued to June 1. at 10. o'clock A.M.

June 1 Defendant Defaulted

Damages

17 80

Costs

5 08 22 88

June 9 Execution issued to Drft.

25

May 18. Adams Police Court 1858.

No. 74 B. H. Cook vs. S. V. Hawkes & Turner. Thayer
Contract. P. P. in mit

Robinson Trustee discharged, on motion of Plff. attys.

Continued to June 15. at 10 o'clock A.M.

June 15 Judgment for Plff.

Damages -	10 00
Costs -	530 1530

June 16 Execution issued to Plff.

25-

No. 75

May 18. Geo. Willard et al. vs. Robert Sturtevant

Thayer Contract on note. Copy of in mit
/ Defendant defaulting

Damages	8731
Costs	3469077

May 21 Execution issued to Plffs.

25-

May 18. Adams. Police Court 1858.

No. 76 Edmund Southwick v. Dexter Gleason
Contract. B. P. in mit

Thayer Continued to June 1. at 10 o'clock A.M.
Continued to July 29 - " " " "

June 29 Defendant defaulted

Damages.	11 48
Costs — — —	376 1524
	454
	1602

July 21 Execution issued D. Plff

25

No. 77 Charles Butler v. Simons W. Hawkes A. G. Potter

Thayer Contract. B. P. in mit

Continued to June 1. at 10 o'clock A.M.

June 1 Defendant defaulted

Damages	3 00
Costs	376 676.

June 14 Execution issued D. Plff.

25

May 18. Adams Police Court 1858.

No. 78 Calvin T. Sampson vs. S. H. Hawkes A.G. Potter
Contract. B. P. in mit

Thayer. Continued to June 1. at 10 o'clock A.M.

June 1 Defendant Defaulted

Damages

23 16

Costs

376 26 92

June 4. Execution issued D Plff.

25

No. 79 Salmon Burlingame vs. S. H. Hawkes

Thayer Contract. B. P. in mit

A.G. Potter

Continued to June 1. at 10 o'clock A.M.

June 1 Defendant Defaulted

Damages

24 96

Costs

376 28 72

June 15 Execution issued D Plff.

25

May 18. Adams Police Court 1858.

No. 80 Ezra Leonard vs. Simon H. Hawkes.
Contract B. P. in mit.

A. G. Potters

Thayer Continued to June 1. at 10. o'clock A.M.

June 1 Defendant Defaulted

Damages

8 47

Costs

3 76 12 23

June 4 Execution issued to Plff.

25

No. 81

✓ Charles Munro vs. Simon H. Hawkes

Thayer Contract. B. P. in mit

A. G. Potters

Continued to June 1. at 10. o'clock A.M.

June 1 Defendant Defaulted

Damages 23.68 ~~20.68~~

Costs

3 76 27 44

June 4 Execution issued to Plff.

25

May 21. Adams Police Court. 1858.

No. 82 George H. Pky vs. D. H. M. Eluair
Contract. P. P. in writ

Thayer Continued Delay 28. at 10 o'clock A.M.
Defendant default

Damages	11 90
Costs	3 76 15 66

June 1 Execution issued. D. P. S.

25

May 24. Elizabeth Heap vs. Horace Kies

No. 83 Complaint for Bastardy.

Restored

The said Kies, is brought before said Court, by virtue of a
Returning warrant in due form of law issued by said Court under
its seal, on the 22^d day of May A.D. 1858, on the voluntary
Complaint, Examination, & accusation of the sd Heap of
sd. Adams, taken on oath before said Court, who complains and
swears she is pregnant with with a child, and that the sd Child if
born alive, may be a bastard, and accuses the sd Kies against
whom she desires to institute a prosecution, of being the
father of said Child, and that he did beget her with child
at sd. Adams, on or about the 25th day of December A.D. 1857,
and said Complaint is read to the said Kies, and after
a hearing in the premises the said Kies is ordered by said
Court to give bond with sufficient sureties in the sum
of five hundred dollars, to appear and answer sd Complaint
at our Court of Common Pleas to be holden at Lenox in
our County of Berkshire, on the fourth Monday of
June next, and to abide the order of the Court
therein, and that he stand committed until he give
such bond. Order complied with. Lyman T. Chapin
& Daniel Kies both of sd Adams, sureties.

Justice fees. 2.05

Officer " 3.54

Officer

J. B. Robinson Dep. Shff.

May 25. Adams Police Court 1858.

No. 84, Jason White vs. Leavitt & Thomas
Thayer Contract. B. P. in mit
Defendant defaulted

Damages	400	
Costs	298	698

May 37 Execution issued D. Plff.

25-

Augt. 20 Ex. returned wholly unsatisfied

" 20 Alias Ex. issued D. Plff.

25-

No. 85, Shepherd Thayer vs. Leonard S. Jaguier & trustee
Thayer Contract on Execution. Ex in mit
Defendant & trustee defaulted

Damages	1716	
Costs	308	2024

May 27 Execution issued D. Plff.

25-

May 25 Adams Police Court. 1858.

No. 86 / Clement Harrison vs. Thos. Baker & trustee
Contract. one note. Copy of in writ

Thayer And the said trustee came into Court and submitted
himself to an examination on oath as by answer on file
appears. Whereupon he was adjudged to be a trustee
of said Debt.

Judgment for Plff.

Damages

18 81

Costs

46 23 43

May 27 Execution issued D. Plff.

25

June 4.

No. 87 / Nathaniel Meeker vs. S. W. Hawks
Contract B. P. in writ

A. G. Potter

Thayer Judgment for Plff.

Damages

35 64

Costs

39 39 64

June 5 Execution issued D. Plff.

25

June 8. Adams Police Court 1858.

N. 88/ David W. McElwaine vs. Edwin D. Fortin
Thayer Contract. On Note, Copy of in writ.
Defendant defaulted

Damages

4834

Costs

342 5176

June 10 Execution issued D. Plff.

25

N. 89

Thayer

George S. Millard vs. James Greyson & Trustee
Contract. R. P. in writ.

Continued to June 29. at 10 o'clock A.M.

Continued to July 13. " " " "

July 13 Defendant Defaulted & Trustee Defaulted
Court held by C. March Special Justice. in the absence of
Jul & Isaac Standing Justice

Damages

463

Costs

539 1002

July 22 Execution issued D. Plff.

25

June 8. Adams Police Court 1858.

No. 99 Joseph A. Chapin vs. John M. Clough & Trustee
Contract, on Note copy of in mit

DP. Continued to June 29. at 10. o'clock A.M.

And now it appearing to said Court that at the time
of the service of the service of the mit- in this action
the Defendant, was not an inhabitant of or resident
in this Commonwealth; - Ordered that notice be given
to said Defendant to appear at said Court on Tuesday
the twenty ninth day of June current at 10. o'clock
A.M. or his default will be recorded, and judgment
thereof rendered against him, and that said Notice be
given, by mailing in the Post Office, in said Adams
(Postage prepaid) directed to the said Defendant at
Stamford Vermont, a true and attested copy of this
order, fourteen days at least, before the said 29th
day of June.

June 29 Defendant & Trustee defaulted

Damages - 1019

Costs - 435-14-54

July 2 Execution issued to Deff.

25-

June 11. Adams Police Court 1858.

91 Symon Mason vs. Richard Knight
Possession. description of premises in writ
Dunham's Continued to June 15. at 10 o'clock A.M.
Neither Party

June 16

92 Nathaniel G. Tenney exd vs. Geo. B. Wells Robins
Dunham's Contract. B. P. in writ

Continued to June 30 at 10 o'clock A.M. by consent of parties
Continued to July 14. " " " " "
Continued " " 28 " " " " "

July 28 Defendant defaulted

Damages	2224
Costs	909

August 11 Execution issued to P. P. P.

June 16 Adams Police Court 1858.

No. 93
Durham

Peter Cabrell vs. Geo. Gay & Trustees
Contract. B. P. in writ

Trustees made written answer. on file in writ.
Trustees discharged with costs -
Defendant defaulted

Damages	22 50
Costs	523 27 73

Trustees Costs

Answer	1.00
Costs	20
	<hr/>
	\$1.20

June 30 Execution issued to Plff -

25

June 22 - 1858

No. 94
- J
D.P.

Israel Whitcomb vs. St. St. Angrahams
Contract. on Note copy of in writ -

Defendant defaulted

Damages	14 08
Costs	298 17 06

June 25 Execution issued to Plff

25

June 23. Adams Police Court 1858.

No. 95 Matthias Roach v. S. H. Naubus Thayer
Contract.
D.P. Continued

No. 96.

Thayer D. W. McElwain et al v. William Estes & Hunter
Contract. on Note Copy of in writ
Hunter discharged. allowed 75 cents Cts.
Defendant defaulted

Damages	23 90
Cts.	395 27 85

Augst 3 Ex issued D. P. P. P.

25

June 22. Adams Police Court 1858.

No. 97 Isaac H. Decker et al vs. Calvin J. Brown
Contract. B. P. in mit-

Thayer, Defendant defaulted

Damages

540

Costs

298 838

Aug. 3 Ex issued D. P. P. s.

25

No. 98

J. Robinson et al vs. Leonard S. Jaguith & Trustee
Contract. B. P. in mit-

Robinson

J Defendant & trustee defaulted

Damages

575

Costs

312 887

July 27 Execution issued D. P. P. s.

25

No 99 - July 13 Adams Police Court 1858
B. F. Robinson vs Sall Smith
Contract on Execution ~~can~~ in Writ
Dependent Defaulted

Damages
Costs

34.65

3 52.38 17

and

25

Augst 3 Execution issued D. P. L. F.

No 100 July 14
Cornelius Fliskey v Richard Longden & Trustee
Declaration in writ
Continued to July 28th at 10 O'Clock AM
Defts Plea ~~plea~~

W. J. Fliskey

H. Doyle

Continued to Augst 11. at 10. o'clock AM.
Neither Party

July 14 Adams Police Court 1858
No 101 John M. Pitt vs Henry Stetson
Contract
B.P. in writ - Continued to
July 28 till Ten of the Clock in the
forenoon -
Dunkane Neither party.

No 102 John L. Burke vs Henry Stetson
Contract
B.P. in writ, Continued
to July 28 at ten o'clock A.M.
Bliss
Neither Party

Police Court, July 14th 1858.

No 103

Nathaniel McCallock vs Dexter Dyer Jr
Action of Tort.

Continued to Aug 11th 10 o'clock AM

Blip

Continued to Aug 11th 5 o'clock PM. Bennett
and now Aug 11. The parties appear by their attys. and ask for a jury
having waived all right of appeal from the judgment of the Court on
the verdict of 2d jury. Verdict issued.
The hearing of 2d jury. Verdict issued. Being about 11 o'clock. Henry Taylor, James
Capt. 25 jury empaneled as follows. Verdict issued. Who made choice by
ballot of Henry Taylor forman. Henry Taylor Martin Stiles
Silas A. Hunt Abner G. Brown John Hall Isaac Holman
after all matters & things concerning the same. The jury
repaired to a convenient place under charge of the Officer
and made up their verdict and returned the same into
Court and were all agreed and ordered verdict for the
Plaintiff as follows. — Damages — 56.67
Costs — 18.73 / 75.40

Aug. 27 Execution issued to Plff.

25-

No 104

Coarl Link⁴ vs Henry Stebbins

Contract. Pl. in Court

Continued to July 28th 10 o'clock AM

Neither Party

Blip

Police Court July 16th 1858

No 105

Foster R. Hannum vs Almond Fletcher
B. P. in writ Continued July 23rd 10th O'clock AM.
Trustee discharged
Trustee per, 7th

July 23 Defendants defaulted

Damages
Costs.

21 63

557 27 20

Aug 3 Ex. issued D. P. L. P.

25

No 106. Mathew Ballou Jr vs Albert Hoskins

Declaration in writ.

Continued to July 30th 10th AM.

Prs On Motion Dft amends his writ saw to it

July 30 Judgment for Dft. for costs

Costs

248

From which said judgment The D. P. L. P. appeal to
The Court of Common Pleas next to be holden at Seneca
in the County of Berkshire on the fourth Monday of
October next and recognize with Stephen B.
Young as surety in the sum of one hundred dollars
& prosecute said appeal & pay all costs that
may accrue after the appeal.

Copies delivered to Prs.

No. 107 July 20. Adams Police Court 1858
 Asa Barber v. Hansen Gady D.P.
 Contract on Note, copy of in writ
 Thayer Continued Sept. 14. at 10. o'clock A.M.
 Sept. 14 Judgment for Plaintiff. for the amt of sd Note & interest.
 without Costs by consent of parties
 Damages 3695

Oct. 4 Execution issued D.P.
 25

108 July 27. Adams Police Court 1858.
 J. N. Chapin et al v. Chas. E. Street
 Contract on Note copy of in writ
 Thayer Defendant Defaulted
 Damages 5112
 Costs 2985410

Aug 3 Ex issued D.P.
 25

July 27. Adams Police Court 1858.

No. 109 N. G. Hathaway vs. Noble Myers . Robinson
 For possession, description in writ

Thayer Continued to Augt. 3. at 10. o'clock A.M.

Augt 3 Defendant defaulted

Damages

1 00

Certs -

3 94 4 94

Augt 4 Ex issued D. R. 86.

25

July 30. Adams Police Court 1858.

No. 110 J. A. Chapin et al vs. John M. Clough & trustee
 D. R. Contract on Executions

Continued to Augt. 20. at 10. o'clock A.M.

And now it appearing to the Court that the sd Clough at the time of the seizure of the writ in this action was not an inhabitant or resident in this Commonwealth; ordered that notice be given sd Clough to appear at said Court to be holden at sd Adams, on Friday the 20th day of August next at 10. o'clock A.M. or his default will be recorded and judgment thereof rendered against him, and that sd. notice be given by mailing prepaid a true and attested copy of this order in the Post Office in the Township of sd Adams, directed to the sd defendant at Sanford Vermont. fourteen days at least before sd 20th day of Augt.

Augt 20 Defendant & trustee defaulted. Damages 14 93

Certs 4 81 19 74

Augst. J. Adams Police Court 1858.

No. 111 J. C. P. Ribbee vs. George Clark & Trustee
Contract, on Ex. Ex. in mt.

Thayer Trustee discharged

Defendant defaulted

Damages

45 00

Costs

543 50 43

Augst 5 Ex. issued to Plff. ~~Collected~~ Ex. returned wholly
unsatisfied

25

Oct. 15 Alias Ex. issued to Plff.

25

August. C. Adams Police Court 1858.

No. 112

Thayer

A. C. Day vs. A. Hastings
Contract R. P. in mt.

Continued to August 13. at 10. o'clock A.M. by
Wm. P. Porter a Justice of the peace. The Justice
of S. D. Court being absent.

Augst 13 Defendant defaulted

Damages

6 00

Costs

376 976

Augst. 17 Execution issued to Plff.

25

Nov. 9 Alias Ex. issued to Plff. whole amt.

25

August C. Adams Police Court 1858

No. 113 Allen M. n. School District No. 2.

Thayer ~~Contract~~ B. P. in mit

Continued to Augt. 13. at 10. o'clock A.M. by
Jm P. Porter Justice of the Peace in the absence
of the Justices of said Court.

Augt. 13 Defendants default

Damages

11 85

Costs

460 16 45

Augt. 17 Execution issued D Peff.

25

Geo. Mallory n. School District No. 2.

No. 114 Contract. B. P. in mit

Thayer Continued to Augt 13. at 10. o'clock A.M. by
Jm P. Porter a Justice of the Peace the Justices
of said Court being absent

Augt. 13 Defendants Default

Damages

17 44

Costs

456 22 00

Augt. 17 Execution issued D Peff

25

Augst. 10. Adams Police Court 1858.

No. 115 Mattheus Ballou v. John Lillford D.P.
Parton Contract B. P. in mit.

Continued to Augst. 24. at 10. o'clock A.M.

Continued to Oct. 1. At 10. o'clock A.M.

Oct. 1 Judgment for Plff.

Damages

547

Costs

504 1051

Oct. 5 Execution issued to Plff.

25

Augst 11 Adams Police Court S. V. 1858

No. 116 Wm. H. Wilkinson v. David Ringman

Dunham Contract B. P. in mit

Defendant Defaulted

Damages

21 18

Costs

444 2562

Augst 13 Execution issued to Plff.

25

Augt 11. Adams Polin Court 1858

No. 117 John L. Parker vs. W. B. Green & Trustee
Contract B. P. in mit
Saylor
Continued to Augt. 25 at 10 o'clock A.M.

Augt. 25 Defendant defaulted. In hand of trustee on per
Amos on file in mit \$28.00; Damages 3069
Costs 416 3485-

From which judgment the Deft. appeals to the Court of Common
Pleas to be at Law in our County of Berkshire on the fourth
Monday of October next - and he is ordered by sd Polin Court
to recognize with surety in the sum of one hundred dollars
to prosecute sd appeal with effect & pay all costs that arise
after the appeal. Continued one week to find sureties.

Augt. 30 Deft. recognized with Saml. Gaylord as surety as above
ordered.

Copies made & delivered to Saylor

No. 118
Saylor

Daniel Jenkins & vs. Charles M. Carty
Contract B. P. in mit -
Defendant defaulted

Damages 272
Costs 302 574

Augt 13 Execution issued to Deft.

25

Augt 11. Adams Police Court 1858.

N^o 119 Saml Jennings v. Henry Stearns
Contract B. P. in mit

Plff

Sept Continued to Augt 25 at 10 o'clock A.M.

Augt. 25 Defendant defaulted

Damages 220

Cents 454 674

Augt. 27 Execution issued to Plff.

25

N^o 120 Joseph Bernette Adm^r v. Wm^t Sampson & Co
Contract B. P. in mit

Bernette

Plff } Continued to Augt 25 at 10 o'clock A.M.
Continued to Sept. 8. at 10 o'clock A.M.

Sept. 8. Affidavit for Plff.

Damages

715

Cents

786 1501

From which judgment the said Def^ts appeared to the Court
of Common Pleas next to be holden at Seneca in our County
of Berkshire, on the fourth Monday of Oct. Next.

Continued to Sept. 22. at 10 o'clock to find damages

Sept. 22 And the said Def^ts. doth not appear but make default
whereupon Execution is awarded against them in favor
of the Plff. for the above sum,

August 13 Adams Police Court 1858.

No. 121 D. H. McElvaine & Co vs. Barney Colwell

Preston Contract. B. P. in mit

D.P.

Continued to Aug. 27. at 10. o'clock AM.

Continued to Oct. 1 at 10. o'clock AM.

Continued to Oct. 22 " " " "

Oct. 22 Defendant defaulted

Damages

575

Costs

619 1194

Oct. 29 Execution issued to Deft.

25

No. 122 A. Harvey vs. Agnes G. Renfrew

Preston Contract. B. P. in mit

Defendant defaulted

Damages

1590

Costs.

322 1912

Aug. 19 Execution issued to Deft.

25

August 13. Adams Police Court 1858

No. 123 Asa Barber et al. vs. Lucius Royce
Contract on Note Copy of in mit
Thayer Defendant Defaulted

Damages	10 95
Costs	2 98 13 93

Augt 17 Execution issued D P Off.

25

Augt. 17. Adams Police Court 1858.

No. 124
D N. A. S. Sherman vs. Asa Sawyer Thayer
Police Contract B. P. in mit

Continued to Oct. 12. at 10 o'clock A.M. by consent of parties

Oct. 12 Continued to Nov. 16. at 10 o'clock A.M. " " "

Nov. 16 Defendant defaulted

Damages	2 00
Costs	4 58 6 58

Nov. 18. Execution issued D P Off.

25

August 17. Adams Police Court 1858.

No. 125 Abel Withers v. A. C. Shuman
Thayer Contract. B. P. in mit
Defendant defaulted

Damages
Costs

42 00

318 45 18

Augt. 27 Execution issued D. P. L. B.

25

Augt. 24. Adams Police Court 1858.

No. 126 James Melvin v. John Hickey
Thayer Contract. B. P. in mit
Defendant defaulted

Damages
Costs

3 50

298 64 8

Augt. 27 Execution issued D. P. L. B.

25

August 24. Adams Police Court 1858.

No. 127 H. C. Le Roy vs. Peter Markins
Contract B. P. in mit
Continued to Sept. 7. at 10 o'clock AM.

Sept. 7 Defendant defaulted

Damages

2231

Costs

384 2615

Sept. 9 Execution issued to Peff.

25

August 25. Adams Police Court 1858. S.A.

No. 128 Robert M. Amette vs. John A. Petre & trustees
Ship Contract B. P. in mit
Defendant & trustees defaulted

Damages

2365

Costs

594 2959

August 27 Execution issued to Peff.

25

Augst. 25 Adams Police Court 1858. S. a.

No. 129 Chas. M. Phelps vs W. B. Smith & Trustees Durham
Bills Contract. on Note Copy of in mit-

Continued to Sept. 8. at 10 o'clock AM.

Sept. 8 Deft. Defaulted Damages ~~Costs~~ 3088
Costs 10394127

Daniel Durham comes into Court and submitted himself
to an Examination on oath, as by interrogatories on file
appears, whereupon they were adjudged to be trustees of said
Defendant. From which said judgment against them
the said trustees appeal to the Court of Common Pleas
next to be holden at Lenox in our County of Berkshire
on the fourth Monday of October next.
Copies delivered to Durham

Augst. 25 Thomas Fortney vs A. R. Hathaway

No. 130 Contract. on Judgment. Execution in mit-
Durham Defendant Defaulted

Damages 923
Costs 4351358

9 Augst. 27 Execution issued to Plff.

25-

August 25 Adams Police Court 1858. 80,

No. 131 A. E. Ship vs. S. M. Sherman

Contract. on Note copy of in mit

Dunham Defendant defaulted

J.	—	Damages	1234
		Costs	418 1652

Augt. 27 Execution issued D Peff.

25

No. 132 Wm. Clinton vs. Sures M. Sherman

Dunham Contract B. P. in mit

Defendant defaulted

j		Damages	872
		Costs	435 1307

Augt. 27 Execution issued D Peff.

25

August 25. Adams Police Court 1858. S. a.

No. 133 Abel Jones vs. John L. Wolcott et al. Wolcott
 Dunham Contract. Plea in abatement filed
 Continued D Sept. 8. at 10. o'clock A.M. by end of parties
 Continued D Oct. 6. at 10. o'clock A.M. " " "
 Continued D Oct. 20. " " " " " "
 Continued D Dec. 15 " " " " " "
 Continued D Jan. 26/59 " " " " " "
 Jan. 2 Continued D Feb. 5/ " " " " " "
 Continued D Oct. 7 " " " " " "
 Continued D Nov. 30 " " " " " "
 Continued D Feb. 8/60. " " " " " "
 Feb. 8. Judgment for ~~Plff.~~ ~~Def.~~ Plff.
 Damages 541
 Costs 132618 67
 1861
 Jan 10 Ex. issued D Plff. 25

August 27. Adams Police Court 1858.

No. 134 S. Burlingame et al vs. Albert Haskins
 Thayer Contract. B. P. in mit
 Defendant defaulted
 Damages 1680
 Costs 3021982
 Sept. 7 Execution issued D Plff. 25
 Nov. 9 Alias Ex issued D Plffs. whole amt. 25

Adams Sept. 27. Adams Police Court 1858

No. 135 James Cantor v. William Haskins
Thayer Contract on Note, copy of in mit-
Defendant defaulted

Damages
Costs

Neither Party

No. 136 Lorenzo Rice v. Alvah Harvey
Thayer Contract on Note, copy of in mit-
Continued to Sept. 10. at 10 o'clock A.M.
Continued 12 Sept. 14 " " " "
Neither Party

Plaintiff

Sept. 7. Adams Police Court 1858.

No. 137 James Canton v. H. P. Phillips

Renton

Contract. R. P. in mit

Thayer Continued to Sept. 14. at 10 o'clock. Am.
Ninth Party.

No. 138 C. T. Sampson v. John Shehan
Thayer Contract. on Note. Copy of in mit
Defendant defaulted

Damages
Costs

845

306 1151

Sept. 9 Execution issued to Plff.

25

Sept. 7. Adams Police Court 1858.

No. 139, M. S. Noyes vs. David S. Simon & trustees
Contract. on Note. Copy of in mit
Thayer. Continued Nov. 2^d at 10 o'clock A.M.
Nov. 2 Defendant & trustees defaulted

Damages
Costs

29 00

6553555

Nov. 30 Execution issued D Peff.

25

No. 140

David Lee vs. John Porter & al
Thayer Contract. on Note Copy of in mit
Defendants defaulted

Damages
Costs

33 57

3483705

Sept. 9 Execution issued D Peff.

25

Sept. 7. Adams Police Court 1858.

No. 141
Thayer
✓ Loring Sheldon vs Horace Reis
Contract. on Note. Copy of in mit
Defendant defaulted

Damages
Costs

2508

2982807

Sept. 9 Execution issued D Pff.

25

No. 142

Thayer
✓ Shepherd Thayer vs William Kennelly
Contract. B. P. in mit
Defendant defaulted

Damages
Costs

847.

2981145

Sept. 9 Execution issued D Pff.

25

Sept. 10. Adams Police Court 1858.

No. 143 Ezra W. Gleason v. Albert Haskins
Contract. B. P. in mit.

Thayer

Pardon Continued to Sept. 24. at 10. o'clock A.M.

Continued to Oct. 8. at 10. o'clock A.M.

Continued to Oct. 15. at " " "

Oct. 15 Defendant defaulted

Damages 350

Costs 536 886

Oct. 16 Execution issued to Plff.

25

Sept. 14 Adams Police Court 1858.

No. 144 Isaac W. Decker v. Daniel Roberts

Thayer Contract on Note Copy of in mit

Defendant defaulted

Damages 2299

Costs 298 2597

Sept. 17 Execution issued to Plffs.

25

Sept. 17 Adams Police Court 1858.

No. 145 A. J. Naughton vs. Henry P. Phillips

Contract on Note copy of in mit

Preston

Thayer Continued to Sept. 24. at 10 o'clock A.M.

Continued to Oct. 8. at 10 o'clock A.M.

Oct. 8 Judgment for Deft. for costs

Costs

Sept 17 Trial & Attendance 66⁴

" 24 " " " 66

Oct. 8 " " " 66

/ 198

1859

Aug 13 Execution issued to Deft.

25

No. 146 Geo. Mallory vs. F. C. LeRoy

Deft. Contract. B. P. in mit

Continued to Oct. 1. at 10 o'clock A.M.

Oct. 1 Judgment for Deft. for costs

Damages

13 11 1791

Costs

484 758

From which said judgment, The said Deft. appeals to the Court of Common Pleas next to be holden at Lenox. in our County of Berkshire on the fourth Monday of October Current; and recognizes with N.H. Dutton as surety, in the sum of one hundred dollars to prosecute said appeal and pay all such costs as may arise after the appeal.

Copies delivered to LeRoy

Sept. 17. Adams Police Court 1858.

No. 147 Chas. H. Bennett vs. Calvin Gunn R. & Johnson
E. m. } Contract. B. P. in rit.
Wood } Continued to Oct. 1. at 2 o'clock P.M.
Oct. 1 Defendant defaulted

Damages

30 00

Costs.

6 50

From which said judgment the said Deft.
appeals to the Court of Common Pleas next to
be holden at Seneca in our County of Berkshire
on the fourth Monday of Oct. current, and recognized
by N. L. Johnson as principal and surety to prosecute
said appeal and pay all such costs as arise
after the appeal.

Papers delivered to Briggs & Johnson

Sept. 24.

No. 148 Reuben Nelson vs. Wm. D. Dodge

Return Contract B. P. in rit

Continued to Oct. 1. At 10 o'clock A.M.

Continued to Oct. 5. " " " "

Oct. 5. Judgment for Deft. for costs.

Costs

198

Sept. 24. Adams Police Court 1858.

N. 149 / J. L. LeRoy vs. Geo. Mallory
Contract B. P. in mit

D.V.P.

Preston Continued to Oct. 1. at 10. o'clock A.M.

Oct. 1 Judgment for ~~Def.~~ for Costs

Damages

Costs

Sept. 24 Trial & Attendance 66[¢]

Oct. 1 " " " 66

132

Sept. 22. Adams Police Court 1858.

N. 150 C. E. Merchant et al vs. Henry Thompson

Contract. on Note. copy of in mit-

Bank and Defendant defaulted

Damages

3104

✓

Costs

4093513

Oct. 5 Execution issued to Plffs.

25-

Oct. 1 Adams Police Court 1858.

No. 151 John Paten had n. Benj Roberts & trustees
Thayer Contract B. P. in mit
/ Defendants and trustees defaulted

Damages.

1020

Costs

346 13 66

Oct. 5 Execution issued D Peffs.

25

Oct. 6 Adams Police Court S. V. 1858.

No. 152 Isaac Orcott n. Isaac Rop.
Bliss Contract B. P. in mit
/ Defendant defaulted

Damages

375

Costs

306 6.81

Oct. 8 Execution issued D Peffs.

25

Oct. 8. Adams Police Court 1858

No. 153 Calvin T. Sampson v. Sabin H. Mathison
Thayer Contract. B. P. in mit
Defendant defaulted.

Damages	13 88
Certs	298 16 86

Oct. 12 Execution issued D Plff.

25

No. 154 D. W. McElvain v. Albert Hastings
Thayer Contract. On Note. Copy of in mit
Defendant defaulted

Damages	8 84
Certs	302 11 89

Oct. 12 Execution issued D Plff.

25

Oct. 8. Adams. Police Court 1858.

No. 155 E. A. B. Connelley v. Albert Haskins

Thayer Contract B. P. in mit

Defendant Defaulted

Damages

31 00

Costs

3 35 34 85

Oct. 12 Execution issued D Plff.

25

No. 156 John F. Arnold v. Porter Haskins

Thayer Contract B. P. in mit

Defendant defaulted

Damages

24 13

Costs

3 06 27 19

Oct. 12 Execution issued D Plff.

25

Oct. 8. Adams Police Court 1858.

No. 157 Harrington & Vandanaus vs. Daniel Keyes
 Thayer Contract B. P. in mit
 Continued to Oct. 22. at 10. o'clock A.M.

Oct. 22 Defendant defaulted

Damages	578	
Costs	376	954

Oct. 26 Execution issued to Peff.

25-

Oct. 12. Adams Police Court 1858

No. 158 Pollie & Dutton vs. Leavitt & Thomas.
 Thayer Contract B. P. in mit
 Defendant defaulted

Damages	1276	
Costs	298	1574

Oct 15 Execution issued to Peff.

25-

Oct. 15. Adams Police Court 1858.

No 159 James Carter vs. Samuel Tift
Contract. B. P. in writ
Thayer Defendant defaulted

Damages	375	
Costs	306	681

Oct. 26 Execution issued to Plff.

25

Oct. 19. Adams Police Court 1858.

No. 160

Purten

D.T.P.

Alpheus Rens vs. S. Smithworth & Co
Contract. B. P. in writ

after hearing all the matters and things concerning
this suit. it appears to said Court that the Plff.
has no cause of action. it is therefore considered that
the Defth. recorn of the Plff. their costs of suit.
as follows to wit:

— Travel —	33	
Attendants —	33	" 66

Oct. 26. Adams Police Court 1858.

No. 161 John Porter vs Henry P. Phillips Preston

Thayer Contract on Note Copy of in mit
Continued to Nov. 5. at 10. o'clock A.M.
Account in set-off filed

Nov. 5. Judgment for Plff.	Damages	207	
	Costs	426	633

From which said judgment against him the said
Def't. appeals to the Court of Common Pleas next to be
holden at Seneca in our County of Berkshire on the
fourth Monday of February next.

Nov 2. Adams Police Court 1858.

Preston

No. 162 H. S. Howland vs J. M. Wilber Ad & Trustee

Admission Contract P. P. in mit
Continued to Nov 16. at 10. o'clock A.M.
Continued

Nov. 5. Adams Police Court 1858.

No. 163 Ezra W. Gleason vs. Henry P. Phillips. Restored
Contract B. P. in mit
Thayer Continued to Nov. 9. At 10. o'clock A.M.
Continued to Nov. 23 " " " "
Neither party

Nov. 3. Adams Police Court 1858 S.D.

No. 164 H. D. Smith vs. Gilbert Potter A. Potter
Damages Contract B. P. in mit.
Continued to Nov. 17. At 10. o'clock A.M.

Nov. 17 Continued to Dec. 1. " " " "

Dec. 1 Judgment for Poff. Damages 24.00
Costs 5.54 29.54

From which said judgment the said Deft. appeals
to the Court of Common Pleas, next to be holden at
Genoa in our County of Berkshire on the fourth
Monday of Feb. next.

Nov. 22 Adams Police Court 1858.

No. 165 L. T. Sampson vs. J. Q. Robinson
Contract B. P. in mit

Thayer

166 S. Prudhomme vs. Abm Anthony
Thayer Contract B. P. in mit

J. Defendant defaulted

Damages -

2952

Costs -

2983250

Nov. 27 Execution issued to Plffs.

25

Nov. 23 Adams Police Court 1858.

167 Porter Mitchell v. George Sheldon
Thayer Contract, on note copy of in mit
Defendant defaulted
Damages 498
Costs 298 796

Nov. 29 Execution issued D Piff.
1859 Execution return wholly unsatisfied
Dec 29 Alias Ex issued D Piff. 25

168 R. H. Sasher v. Truman Coomer et al
Thayer Contract. D. P. in mit D.P.
Continued D Dec. 21. at 10 o'clock AM.
Continued to Feb^y next at 10. " "
Neither party

Nov. 23. Adams Police Court 1858.

169 S. H. Brunning n. Elisha Blanchard
Contract. on Judgment.

Thayer Defendant defaulted

Damages
Costs

69 94

352 / 346

Nov. 30 Execution issued D Plffs.

25

170 Geo. W. Alfred n. J. M. Clough & trustee
Contract B. P. in mit

Thayer Continued D Dec. 21. at 10. o'clock AM.

And now it appearing D. Court that at the time
of the seizure of the mit in this action the sd Deft.
was not an inhabitant or resident in this Common-
wealth. — ordered that notice be given D sd Deft.
to appear at said Court to be holden at sd. Adams
on Tuesday the 21.st day of Dec. next at 10. o'clock
AM. or his default will be recorded and judgment
thereof rendered against him, and that sd. notice
be given by mailing, prepaid a true and attested
copy of this order in the Post Office in the North
Village of sd. Adams, directed to the sd. Deft. at
Stamford Vermont. fourteen days at least before
said 21.st day of Dec.

Damages 14 39

Costs 440 / 879

Dec. 21 Deft. & trustee defaulted

" 31 Execution issued D Plffs.

25-

Nov. 33 Adams Police Court 1858.

171 R. M. Dutton vs. S. Reyes et al. Trustees
Contract on Note copy of in mit
Thayer Defendants and trustee defaulters
Damages 24 65
Costs 39 28 57

Nov. 29 Execution issued to Plff. 25

1859 Execution returned wholly unsatisfied
April 12 Alias Ex. issued to Plff. 25

172 Daniel Reyes vs. Otis Hodge et al.
Contract B. P. in mit D. P.
Thayer Continued to Dec. 21. at 10. o'clock A.M.
Dec. 21 Judgment for Plff. Damages 9 00
Costs 534

From which said judgment the said Dft. appeals
to the Court of Common Pleas, next to be holden at Lenox
in the County of Berkshire on the fourth Monday of Feb.
next, and the sd. Otis Hodge as principal and Albert D.
Tompkins of said Adams as surety recognizing in the sum
of one hundred dollars to pay all such costs as may
arise after the appeal

Nov. 30. Adams Police Court 1858.

No. 173 Gordon G. Wolfe vs. Peter Mitchell
Contract B. P. in mit
D.P. Defendant defaulted

Dec. 14. Adams Police Court 1858.

No. 174
Thayer Benj Churchill vs. Leavitt W. Thomas
Contract B. P. in mit
Defendant defaulted

Damages

1150

Costs

302.1452

Dec 16 Execution issued to Peff.

25

Dec. 14. Adams Polio Court 1858.

No. 175 - Peter Poore vs. John S. Scott
Contract B. P. in writ

Thayer Defendant defaulted
Damages
Costs

4 00
3 06 10 06

Dec. 16 Execution issued D. P. Off.

25

No. 176 John A. Beckley vs. Johnson Daniels
Complaint for possession. pro se
Defendant defaulted
Preston. Costs

Dec. 15 Adams Police Court 1858.

No. 177 John M. Howland Agent vs. Patrick Haley *Plff*
Test. declaration in writ

Dunham Continued to Dec. 29. at 10 o'clock Am

Judgment for Plff. - Damages
Costs

22 05-

6 51 28 56

From which said judgment the sd. Deft. appeals to the
Court of Common Pleas next to be holden at Seneca in our
County of Berkshire on the fourth Monday of February next
Continued to Jan. 26th to furnish security

Die

Dec. 15 John M. Calver, Michael Smith & Trustee

No. 178 Contract B. P. in writ

Dunham Judgment by Consent of Plffs. Trustee defaulted

0

Damages

29 00

Costs

3 92 32 92

25

Dec. 17 Execution issued to Plffs.

Dec. 17. Adams. Police Court 1858.

No. 179 Naham P. Brown v. John Porter & 7 trustees
Contract B. P. in mit

Thayer Defendants and trustees defaulted

Damages

9 00

Costs

401 13 01

Dec. 24 Execution issued D & P. L. J.

25

Dec. 24. Adams Police Court 1858.

No. 180 Israel Whitcomb v. E. R. Morton & trustee.
Contract no judgment copy of in mit

Thayer Defendant & trustee defaulted

Damages

44 14

Costs

345 47 59

Dec. 31 Execution issued D & P. L. J.

25-

Dec. 31. Adams Police Court 1858.

No. 181 / S. C. Miller v. Benj. F. Hathaway
Thayer Contract on Note copy of in writ
Continued Neither party

July 7 Adams Polier Court 1859

No. 1 Hezekiah Bates vs. Daniel A. Thurber Trustee
 D.P. Contract.

Continued to July 21. At 10 o'clock A.M.

Emor

July 11. Adams Polier Court 1859

No. 1 S. Randall vs. C. E. Streeten
 Contract on Note Copy of in writ

Thayer Defendant defaulted

Damages
 Costs

1859
 298 2157

July 14 Execution issued to Plffs.

25

Jan. 11. Adams Police Court 1859

No. 2 Ames Dodge vs. Daniel Reyes
Contract D. P. in writ

Thayer

Def. / Continued D. Feb. 1. at 10 o'clock A.M.
Continued D. Feb. 15. " " "
Continued D. Feb. 22. " " "

No. 3 John Hickney vs. Ira Smart
Complaint for possession

Plaintiff Defendant defaulted

Judgment for possession & costs

303

Jan. 14 Execution issued D. P. C. C.

25

Jan. 25. Adams Police Court. 1859
No. 4. Mils Chas v. Justus Papett & W.
Contract B. P. in mit
Thayer. Continued to July 8.
Neither party

Jan. 28.
No. 5 Geo. H. Miller v. Geo. Mallory
Contract B. P. in mit
Preston Continued to July 15.
Neither party

July 1. Adams Police Court 1859

6. C. T. Sampson v. Levitt & Thomas
Thayer Contract. B.P. in mit

Defendant defaulted

Damages

1025

Costs

298 1323

July 8 Execution issued D Pffs

25

July 8. Adams Police Court 1859

No. 7

Nicholas S. Viddler v. Isaac W. Dickes and

Robinson Contract on note copy of in mit

Thayer

And the D Pffs by his Atty moves. Strike out the word seventh
in his mit after the words "on Tuesday" and add the word
Eighth.

Continued

July 8. Adams Police Court 1859.

No. 8. / Miller Gallup v. Daniel Reis
Contract, on note copy of in mit
Preston Defendant defaulted

Damages
Costs

278

298 576

July 11 Execution issued D. P. P.

25-

1859 Aug. 12 Ex returned wholly unsatisfied

Aug 12 Alias & issued D. P. P.

25-

July 8. Scantle H. Thomas v. Daniel Roberts and trustee.

No. 9 / Contract B. P. in mit

Continued D. July 15. at 10 o'clock A.M.

Preston Defendant defaulted. trustee discharged

Damages

518

Costs

390 908

July 25 Execution issued D. P. P.

25-

July 11. Adams Police Court 1859

No. 10. Foster R. Hannum v. A. F. Chilson et al A. F. Chilson
 Thayer Contract on note copy of in mit per Drfts.
 Continued To July 25. At 10. o'clock A.M.
 Continued To July 4. At " " "
 July 4 Defendants defaulted
 Damages 50 04
 Costs 458 54 62

July 18 Execution issued to Drfts. 25

No. 11 Dennis Thayer v. Thos. Randall
 Complaint for possession. per se
 Plaintiff Defendant defaulted
 Costs 307

July 15 Execution issued to Drfts. 25

Feb. 9. Adams Police Court 1859.

No. 12 / H. J. Blip Adams m. Luther M. Bennett.
Blip / Contract on Note copy of in mit
Defendant defaulted

Damages

859

Costs

348 1207

Feb 15 Execution issued D. P. Eff.

25

Feb. 18. Adams Police Court 1859

No. 13 M. D. Kimbell m. James Hunt-Vtr.
Qu'ia Contract B. P. in mit
Neither party

July 15. Adams Police Court 1859.

No. 14 Edmund Southwick vs. Alvan S. Nelson Thayer
D.P. Complaint for perjury
Continued To July 22
Neither Party

July 22. Adams Police Court 1859

No 14 1/2 J. M. Brown vs. Watson D. Hayden
Thayer, Contests B. P. in mit
Continued To Feb 1. at 10. o'clock A.M.
Feb. 1 Defendant defaulted

Damages	27 50
Court	376 31 26

Feb 18 Execution issued D.P. 1859.

July 22. Adams Police Court 1859.

No 15. William Martin vs. Wm P. Temple & Co. D.P.
Contract B. P.
Thayer. Continued to next-22. at 10. o'clock A.M.
Neither Party

16. H. H. King vs. John Clark

Thayer Tort.

Continued to next, 1. at 10. o'clock A.M.

Continued to next, 25. " " " "

McL 25 Neither Party

July 25 Adversus Police Court 1859

Preston

No. 17 Suther Sect m. J. Porter Ad
D.P. / Contract. ~~Adversus~~ on Note. Copy of in with
Continued to Mch. 11. at 10. o'clock A.M.

Mch 11 And now D.P. comes and discontines as far as relates
to Henry Town. by D.P. his Atty.
And now the sd Porter does not appear but makes default
and judgment is thereof rendered against him

Deemys	21 07
Costs.	4 30 25 37

Mch 18 Execution issued to D.P.

25

Mch 4. Adversus Police Court 1859.

No. 18

Thayer

Jas Nuntie Ad m. ~~Adversus~~ D. Tompkins
Contract.

Continued to Mch 11. at 10. o'clock A.M.
Neither party

March 4. Adams Police Court 1859.

No. 19 Asa Barber vs. Hannah Adriaens
Contract. P. P. in mit
Thayer Motion to dismiss

D.P.

Continued to Mch. 25. at 10 o'clock A.M.

Mch 25 Judgment for Deft. for costs

Mch. 8. Adams Police Court 1859

No. 20 J. F. Arnold vs. H. R. Smith
Thayer Contract P. P. in mit
Defendant defaulted

Damages
Costs

1837

298 2135

Mch 18 Execution issued D.P.

25

March 8. Adams Police Court 1859

No. 21 J. F. Arnold ^{vs} m. Nathan D Hayden
Thayer Contract on Note copy of in mit

Defendant defaulted

Damages

1083

Costs

298 13 81

Feb 18 Execution issued D Plffs

25

March 11. Adams Police Court 1859

No. 22 J. F. Arnold vs m. Oliver Hill
Thayer Contract. B. P. in mit.

Defendant defaulted

Damages

585

Costs

298 883

Feb 18 Execution issued D Plffs.

25

March 11. Adams Police Court 1859.

No 23 Wm H. King v. Lucius Royce Tal
Thayer Contract B. P. in writ
Defendant defaulted

Damages
Costs

1396

3521748

March 15 Execution issued D Plff.

25

March 15. Adams Police Court 1859

No 24 A. C. Day v. William Terry Thunter
Pastor Contract B. P. in writ

Thayer

Thunter answer, in his hands \$11.12

Continued D March 22, at 10. o'clock A.M.

Continued D March 25 at 10. o'clock A.M.

March 25 judgment for Plff.

Damages

694

Costs

643 1337

From which judgment against him the sd Dist. appeals
to the Court of Common Pleas next to be holden at Simsbury
in and for our County of Berkshire on the fourth Monday
of June next, and it is ordered by sd Police Court that the
said Dist. recognize with sufficient surety in the sum of
One hundred dollars to enter and prosecute said appeal with
Effect, and pay all such costs as may arise after the appeal

March 29 And now the said Dist. fails to recognize as above ordered
and said appeal is not allowed by sd Police Court. and
Execution is therefore amended against the sd Dist. Thunter

March 29 Execution issued D Plff.

25

March 15. Adams Police Court 1859

No. 25 Margaret Mackintosh v. B. Colwell & Co
Plaintiff Contract B. P. in suit
Continued to March 22 at 10 o'clock A.M.
March 22 judgment for debts for costs =

March 18. Adams Police Court 1859.

No. 26

Plaintiff A. D. Cook v. A. Reed Trustee
Contract B. P. in suit
Continued to March 25 at 10 o'clock A.M.
Defendant defaulted. Trustee discharged

Damages	4427
Costs	4744901

April 27 Execution issued to Peff

25

Mar. 18. Adams Police Court 1859.

No. 27. James J. Gillespie v. James Melvin

D.P. Complaint for possession
Defendant defaulted

Costs

5 34 5 34

Mar. 19 Execution issued to Plff.

25

March 23 Adams Police Court 1859

No. 28. J. H. Arnold et al v. William Hillen
Contract B.P. in writ

Thayer Defendant defaulted

Damages

16 03

Costs

3 06 19 09

March 22. Adams Police Court 1859

Mr. 29 J. F. Arnold vs. E. W. Gleason
Contract on Note copy of in mtr
Thayer Defendant defaulted

Damages	2593
Certs	3062899

Mr. 22 Geo. W. By vs. Olin J. Dodge & Co.

Mr. 30 Contract. B. P. in mtr

Thayer Defendant & trustees defaulted

Damages	2288
Certs	3492637

9 April 15 Execution issued to Plff.

25

March 29. Adams Police Court 1859

No. 31, Jas. Hunter et al v. Henry S. Ely
Thayer. Contract on judgment copy of in writ
Defendant's default

Damages	12 36
Costs	3 14 15 50

April 5 Execution issued D. P. Ely

25

No. 32

Thayer. Barnard Hagan v. Thos. A. Prayton Nickerson
Contract R. P. in writ
Continued to April 5. at 10 o'clock A.M.
Continued to April 19. " " "
April 19 settled by parties

March 29. Adams Police Court 1859.

No. 33. Mrs M. Carty vs. Thos. M. Drayton Richmond
Contract. B. P. in writ
Continued to April 5. at 10. o'clock A.M.
Thayer Continued to April 19. " " " "
April 19 Judgment for Drft. for costs
settled by parties in Court

April 1. Adams Police Court 1859.

No. 34. Sarah Cooney v. John Fitzgerald
Complaint for Bastardy

And said Complaint is read to the S. D. J. and after a hearing in the premises the S. D. J. is ordered by said Court to give bond with sufficient sureties in the sum of four hundred dollars, to appear and answer to said Complaint at the Court of Common Pleas to be holden at Seneca in and for our County of Berkshire on the fourth Monday of June next and to abide the order of the Court thereon, and that he stand committed until he give such bond

Costs

Officers fees 2.34

Justice fees 2.00

Copies 1.50

\$4.34
\$5.84

April 5. Adams Police Court 1859.

No. 35. Thos. A. Prayton v. Wm. W. Leary & Co. Thayer
Contract.

Continued to April 19. at 10. o'clock A.M.
Neither party

April 1. Adams Police Court 1859

No. 36 A. Harrington sub. v. Saml S. Tift

Thayer Contract B. P. in mit
Defendant defaulted

Damages

332

Costs

322 654

April 8. Execution issued D. P. Hoff.

25

April 6. Adams Police Court 1859.

No. 37 Daniel Perkins D. v. Smith D. Arnold

Contract on note copy of in mit
Defendant defaulted

Damages

1331

Costs

354 1685

April 8. Execution issued D. P. Hoff.

25

April 6. Adams Police Court 1859.

No. 38 D.S. Doremus v. Isaac Ross Slip
Dunham Contract on note copy of in wit
Continued To April 20. at 10. AM.
Neither Party

